

IRAQ COALITION PROVISIONAL AUTHORITY

MEMORANDA

Mem 1 Implementation of De-Baathification Order No. 1 03 June 2003

Mem 2 Management of Detention and Prison Facilities 08 June 2003

Mem 3 Criminal Procedures (Revised) 27 June 2004

Mem 4 Contract and Grant Procedures**Amended per Memo 15** 18 June 2004

Mem 5 Implementation of Weapons Control Order 3 with Annex 22 August 2003

Mem 6 Implementation of Regulation on the Governing Council (Annex A) 03 September 2003

Mem 7 Delegation of Authority Under De-Baathification Order No 1 04 November 2003

Mem 8 Scrap Meta***Rescinded per Order 54 Sec 3 Para 4**** 26 February 2004

Mem 9 Appointment of Deputy Ministers 24 February 2004

Mem 10 Rewards Program for Information Leading to the Recovery of Iraqi Sate and Former Regime Assets 05 April 2004

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COALITION PROVISIONAL AUTHORITY MEMORANDUM NUMBER 1

IMPLEMENTATION OF DE-BA`ATHIFICATION ORDER NO. 1 (CPA/ORD/16 May 2003/01)

Pursuant to my authority as Administrator of the Coalition Provisional Authority (CPA), relevant U.N. Security Council resolutions, including Resolution 1483 (2003), and the laws and usages of war,

Recognizing that the Iraqi people have suffered large scale human rights abuses and deprivations over many years at the hands of the Ba`ath Party,

Noting the grave concern of Iraqi society regarding the threat posed by the continuation of Ba`ath Party networks and personnel in the administration of Iraq, and the intimidation of the people of Iraq by Ba`ath Party officials,

Implementing CPA Order No. 1, De-Ba`athification of Iraqi Society (CPA/ORD/16 May 2003/01), and CPA Order No. 5, Establishment of the Iraqi De-Ba`athification Council (CPA/ORD/25 May 2003/05),

I hereby promulgate the following:

Section 1 Objective

- 1) This Memorandum prescribes a two-staged process for carrying out the de-Ba`athification of Iraqi society. To expedite the identification of Ba`ath Party members at the outset of the CPA's restoration of Iraq, the Commander of Coalition Forces, through Accreditation Review Committees (ARCs), will initially perform the investigative function, relying upon military investigative resources with training and experience in performing analogous fact-finding duties.
- 2) Later, as higher levels of the former Iraqi government undergo a reliable and rigorous de-ba`athification process and the Iraqi De-Ba`athification Council demonstrates sufficient capability, the Administrator will task the IDC to assume increasing and ultimately full responsibility for the process, subject to the authority, direction and control of the Administrator. The ARCs shall remain in operation until the people of Iraq adopt a representative form of self-government.

Section 2

Interim Process for Identifying Ba`ath Party Members

- 1) The commander of Coalition Forces shall provide military investigative resources sufficient to receive and compile information concerning possible Ba`ath Party affiliations of employees at all ministries. These resources may be augmented or replaced by U.S. civilian investigators as necessary, and should include professional Iraqis whenever possible.
- 2) These investigators will:
 - a) *Conduct Investigations.* Investigators will be posted to the ministries to receive and compile information concerning the possible Ba`ath Party affiliations of their employees. These investigators will draw from available and relevant information, such as:
 - i. Interviews with the individual (conducted by the investigators using the standardized form already developed);
 - ii. Public records and announcements documenting the ascension or promotion of party members;
 - iii. Judgments of CPA senior ministry advisors;
 - iv. Testimony of Iraqis who have worked with the person in question;
 - v. Findings of the Iraqi De-ba`athification Council described below (passed to the investigators through the Administrator);
 - vi. Assessments of leading Iraqi political figures; and
 - vii. Government records revealing bonuses or other privileges associated with being a party member.
 - b) *Make Determinations of Ba`ath Party Membership.* The investigator will make a factual finding about the person's affiliation with the Ba`ath Party. The investigator will advise the employee that he or she has the right to appeal this factual finding (whether he or she was a Ba`ath Party member). Based upon the investigator's finding, the Senior Ministry Advisor will take action in accordance with the criteria for removal set forth in CPA Order No. 1 (CPA/ORD/16 May 2003/01), unless an exception is granted.
 - c) *Prepare the Case for Exceptions Where Appropriate.* When the ministry team requests an exception for an individual, the investigator will determine whether the person in question is eligible. The investigator will subsequently prepare the case for an exception.

Section 3

Phased Process for Identifying Ba`ath Party Members

- 1) As the Administrator determines that the responsibility for identifying Ba`ath Party members effectively can be transferred to Iraqi citizens, the Administrator shall direct the Iraqi De-ba`athification Council to assume an increasingly significant role in carrying out the de-ba`athification process.
- 2) Initially, the Council will advise the Coalition on de-ba`athification policies and procedures (including the appropriateness of granting exceptions to CPA Order No. 1 (CPA/ORD/16 May 2003/01)) and meaningfully involve the Iraqis in the de-ba`athification effort.
- 3) The Council will provide information to the investigators (through the Administrator) and nominate Iraqi legal professionals to participate in the ARCs described in Section 4 herein, and in the investigatory process. When appropriate, it is anticipated that the Council will assume the investigative responsibility entirely.

Section 4

Accreditation Review Committee

- 1) The Commander of Coalition Forces is authorized to establish and administer one or more ARCs. These bodies will be comprised of one military and two civilian members (one of whom will be an Iraqi). The ARCs shall remain in operation until the people of Iraq adopt a representative form of self-government. The ARCs will:
 - a) *Hear Appeals of Fact.* The ARCs will hear the appeals of Iraqis who believe they were wrongly found to be ba`athists. These appeals will be conducted in a manner that comports as nearly as practicable to tribunals convened by Coalition Forces under Article 5 of the 1949 Geneva Convention.
 - b) *Grant or Deny Requests for Exception.* The ARC will review applications for exceptions prepared by the investigators, and grant or deny them. All ARC decisions will be immediately reported to the Administrator, who retains the authority to overturn any decision to grant or deny an exception. The ARC will take into account all available and relevant information, including whether the individual:
 - i. Is willing to denounce the Ba`ath Party and his past association with it;

- ii. Was a senior Ba'ath Party member or simply a 'full' party member;
 - iii. Has exceptional educational qualifications;
 - iv. Left the Ba'ath Party before April 16, 2003;
 - v. Continues to command the support of his colleagues and respect of their subordinates;
 - vi. Is judged to be indispensable to achieving important Coalition interests, at least in the immediate term;
 - vii. Can demonstrate that he joined the party to hold his job or support his family.
- c) The information listed above in Section 4.1(b) shall be considered in deciding whether to grant an exception, but shall not in itself ensure that an exception will be granted.

Section 5

Entry into Force

This Memorandum shall enter into force on the date of signature.



L. Paul Bremer, Administrator
Coalition Provisional Authority

COALITION PROVISIONAL AUTHORITY MEMORANDUM NUMBER 2

MANAGEMENT OF DETENTION AND PRISON FACILITIES

Pursuant to my authority as Administrator of the Coalition Provisional Authority (CPA), and under the laws and usages of war, and consistent with relevant U.N. Security Council resolutions, including Resolution 1483 (2003),

Recognizing the urgent necessity to ensure secure and humane prisons in order to re-establish law and order and provide for the safety of the people of Iraq,

Noting the obligation of the CPA to restore public order and safety and to maintain and ensure fundamental standards for persons detained,

I hereby promulgate the following:

Section 1 Purpose

- 1) This Memorandum prescribes standards to be applied in the Iraqi prison system, under the authority of the Ministry of Justice.
- 2) All prisons within Iraq shall, to the greatest extent practicable, operate in accordance with the following standards until otherwise directed. Any and all existing Iraqi prison regulations are hereby suspended.

Section 2 Basic Principles and Control

- 1) The following standards shall be applied impartially. There shall be no discrimination on the grounds of race, color, sex, language, religion, political or other opinion, national or social origin, property, birth or other status.
- 2) It shall nevertheless be a requirement, consistent with the need to maintain prison security, to respect the religious beliefs and moral precepts of the group to which a prisoner belongs.
- 3) To ensure these standards are met, the Administrator will remain in full control of the Iraqi prison system and may at any time amend this Memorandum as necessary, or direct other action with respect to the prison system.

- 4) In addition, CPA officials of the Justice Ministry and Coalition Forces operating under their oversight shall have the right to enter and inspect any Iraqi prison system, and give directions regarding the operation of that system, consistent with the terms of this Memorandum.

Section 3 Register

- 1) In every place where persons are imprisoned there shall be kept a bound registration book with numbered pages in which shall be entered in respect of each prisoner received:
 - a) information concerning his identity;
 - b) the reasons for his commitment and the authority therefor; and
 - c) the day and hour of his admission and release.
- 2) No person shall be received in an institution without a valid commitment order, the details of which shall have been entered in the register.

Section 4 Separation of Categories

Different categories of prisoners shall be kept in separate institutions or parts of institutions, taking account of their sex, age, criminal record, the legal reason for their detention and the necessities of their treatment, so that:

- a) men and women shall be detained in separate institutions;
- b) untried prisoners shall be kept separate from convicted prisoners;
- c) persons imprisoned for debt and other civil prisoners shall be kept separate from persons imprisoned by reason of a criminal offense; and
- d) prisoners under 18 years of age shall be kept separate from adults.

Section 5 Accommodation

- 1) Where sleeping accommodation is in individual cells or rooms, each prisoner should occupy by night a cell or room by himself. The central prison administration may make an exception to this rule for special reasons, such as temporary overcrowding.
- 2) Where dormitories are used, they shall be occupied by prisoners carefully selected as being suitable to associate with one another in those conditions.

There shall be regular supervision by night, in keeping with the nature of the institution.

- 3) All accommodation provided for the use of prisoners, and in particular all sleeping accommodations, shall, to the extent practicable, meet all requirements of health, due regard being paid to climatic conditions and particularly to cubic content of air, minimum floor space, lighting, heating and ventilation.
- 4) In all places where prisoners are required to live or work:
 - a) the windows shall be large enough to enable the prisoners to read or work by natural light, and shall be so constructed that they can allow the entrance of fresh air whether or not there is artificial ventilation; and
 - b) artificial light shall be provided sufficient for the prisoners to read or work without injury to eyesight.
- 5) The sanitary installations shall be adequate to enable every prisoner to comply with the needs of nature when necessary and in a clean and decent manner.
- 6) Adequate bathing and shower installations shall be provided so that every prisoner may be enabled and required to have a bath or shower, at a temperature suitable to the climate, as frequently as necessary for general hygiene according to season and geographical region, but at least once a week.
- 7) All bed pans or ablution facilities *of* an institution regularly used by prisoners shall be properly maintained and kept scrupulously clean at all times.

Section 6

Personal Hygiene

- 1) Prisoners shall be required to keep their persons clean, and to this end they shall be provided with water and with such toilet articles as are necessary for health and cleanliness.
- 2) In order that prisoners may maintain a good appearance compatible with their self-respect, facilities shall be provided for the proper care of the hair and beard, and men shall be enabled to shave regularly.

Section 7

Clothing and Bedding

- 1) Every prisoner who is not allowed to wear his own clothing shall be provided with an outfit of clothing suitable for the climate and adequate to keep him in good health. Such clothing shall in no manner be degrading or humiliating.
- 2) All clothing shall be clean and kept in proper condition. Underclothing shall be changed and washed as often as necessary for the maintenance of hygiene.
- 3) If prisoners are allowed to wear their own clothing, arrangements shall be made on their admission to the institution to ensure that it shall be clean and fit for use.
- 4) Every prisoner shall be provided with a separate bed, and with separate and sufficient bedding that shall be clean when issued, kept in good order and changed often enough to ensure its cleanliness.

Section 8

Food

- 1) Every prisoner shall be provided by the administration at regular hours with food of nutritional value adequate for health and strength, and of wholesome quality.
- 2) Drinking water shall be available to every prisoner whenever he needs it.

Section 9

Exercise and Sport

Every prisoner who is not employed in outdoor work shall have at least one hour of suitable exercise in the open air daily if the weather permits.

Section 10

Medical Services

- 1) At every institution there shall be available the services of at least one qualified medical officer who should have some knowledge of psychiatry.
- 2) Sick prisoners who require specialist treatment shall be transferred to specialized institutions or to civil hospitals. Where hospital facilities are provided in an institution, their equipment, furnishings and pharmaceutical supplies shall be proper for the medical care and treatment of sick prisoners, and there shall be a staff of suitably trained officers.

- 3) The services of a qualified dental officer shall be available to every prisoner.
- 4) In women's institutions there shall be special accommodation for all necessary prenatal and postnatal care and treatment. Arrangements shall be made wherever practicable for children to be born in a hospital outside the institution. If a child is born in prison, this fact shall not be mentioned in the birth certificate.
- 5) Where nursing infants are allowed to remain in the institution with their mothers, provision shall be made for a nursery staffed by qualified persons, where the infants shall be placed when they are not in the care of their mothers.
- 6) The medical officer shall see and examine every prisoner as soon as possible after his admission and thereafter as necessary, with a view particularly to the discovery of physical or mental illness and the taking of all necessary health measures; the segregation of prisoners suspected of infectious or contagious conditions; the noting of physical or mental defects that might hamper rehabilitation, and the determination of the physical capacity of every prisoner for work.
- 7) The medical officer shall have responsibility for the care of the physical and mental health of the prisoners and should daily see all sick prisoners, all who complain of illness, and any prisoner to whom his attention is specially directed.
- 8) The medical officer shall report to the prison master whenever he considers that a prisoner's physical or mental health has been or will be injuriously affected by continued imprisonment or by any condition of imprisonment.
- 9) The medical officer shall regularly inspect and advise the prison master upon the:
 - a) quantity, quality, preparation and service of food;
 - b) hygiene and cleanliness of the institution and the prisoners;
 - c) sanitation, heating, lighting and ventilation of the institution;
 - d) suitability and cleanliness of the prisoners' clothing and bedding; and the
 - e) observance of the provision concerning physical education and sports, in cases where there is no technical personnel in charge of these activities.
- 10) The prison master shall take: into consideration the reports and advice that the medical officer submits in accordance with this regulation and, in case he concurs with the recommendations made, shall take immediate steps to give effect to those recommendations; if they are not within his competence or if he does not concur with them, he shall immediately submit his own report and the advice of the medical officer to higher authority.

Section 11

Discipline and Punishment

- 1) Discipline and order shall be maintained with firmness, but with no more restriction than is necessary for safe custody and well-ordered community life.
- 2) No prisoner shall be employed, in the service of the institution, in any disciplinary capacity.
- 3) This standard shall not, however, impede the proper functioning of systems based on self-government, under which specified social, educational or sports activities or responsibilities are entrusted, under supervision, to prisoners who are formed into groups for the purposes of treatment.
- 4) The following shall always be determined by the law or by the regulation of the competent administrative authority:
 - a) conduct constituting a disciplinary offense;
 - b) the types and duration of punishment that may be inflicted; and
 - c) the authority competent to impose such punishment.
- 5) No prisoner shall be punished except in accordance with the terms of such law or regulation, and never twice for the same offense.
- 6) No prisoner shall be punished unless he has been informed of the offense alleged against him and is given a proper opportunity to present his defense. The competent authority shall conduct a thorough examination of the case.
- 7) Where necessary and practicable, the prisoner shall be allowed to make his defense through an interpreter.
- 8) Corporal punishment, punishment by placing in a dark cell, and all cruel, inhuman or degrading punishments shall be completely prohibited as punishments for disciplinary offenses.
- 9) Punishment by close confinement or reduction of diet shall never be inflicted unless the medical officer has examined the prisoner and certified in writing that he is fit to sustain it.
- 10) The same shall apply to any other punishment that may be prejudicial to the physical or mental health of a prisoner.

- 11) The medical officer daily shall visit prisoners undergoing such punishments and shall advise the prison master if he considers the termination or alteration of the punishment necessary on grounds of physical or mental health.

Section 12

Instruments of Restraint

- 1) Instruments of restraint, such as handcuffs, chains, irons and strait-jacket, shall never be applied as a punishment. Furthermore, chains or irons shall not be used as restraints. Other instruments of restraint shall not be used except in the following circumstances:
 - a) as a precaution against escape during a transfer, provided that they shall be removed when the prisoner appears before a judicial or administrative authority;
 - b) on medical grounds by direction of the medical officer; and
 - c) by order of the prison master, if other methods of control fail, in order to prevent a prisoner from injuring himself or others or from damaging property; in such instances the prison master shall at once consult the medical officer and report to the higher administrative authority.
- 2) The patterns and manner of use of instruments of restraint shall be decided by the central prison administration. Such instruments must not be applied any longer than is strictly necessary.

Section 13

Information to and Complaints by Prisoners

- 1) Every prisoner on admission shall be provided with written information about the regulations governing the treatment of prisoners of his category, the disciplinary requirements of the institution, the authorized methods of seeking information and making complaints, and all such other matters as are necessary to enable him to understand both his rights and his obligations and to adapt himself to the life of the institution.
- 2) If a prisoner is illiterate, the aforesaid information shall be conveyed to him orally.
- 3) Every prisoner shall have the opportunity each week day of making requests or complaints to the prison master of the institution or the officer authorized to represent him.

- 4) It shall be possible to make requests or complaints to the inspector of prisons during his inspection. The prisoner shall have the opportunity to talk to the inspector or to any other inspecting officer without the prison master or other members of the staff being present.
- 5) Every prisoner shall be allowed to make a request or complaint, without censorship as to substance but in proper form, to the central prison administration, the judicial authority or other proper authorities through approved channels.
- 6) Unless it is patently frivolous or groundless, every request or complaint shall be promptly dealt with and replied to without undue delay.

Section 14

Communications and Contacts with Others

- 1) Prisoners shall be allowed under necessary supervision to communicate with their family and reputable friends at regular intervals, both by correspondence and by receiving visits.
- 2) Prisoners who are foreign nationals shall be allowed reasonable facilities to communicate with the diplomatic and consular representatives of the State to which they belong.
- 3) Prisoners who are nationals of States without diplomatic or consular representation in Iraq and refugees or stateless persons shall be allowed similar facilities to communicate with the diplomatic representative of the State that takes charge of their interests or any national or international authority whose task it is to protect such persons.
- 4) Prisoners shall be permitted to read publications that do not pose a threat to security, and to hear wireless or television transmissions as authorized or controlled by the prison administration.
- 5) Access shall be granted to official delegates of the International Committee of the Red Cross (ICRC) whenever sought, to be conducted at mutually arranged times. ICRC delegates shall be permitted to inspect health, sanitation and living arrangements and to interview all detainees in private. They shall also be permitted to record information regarding the detainee and to pass messages to and from the family of the detainee subject to reasonable censorship by the prison authorities.

Section 15

Books

Every institution shall have a library for the use of all categories of prisoners, adequately stocked with both recreational and instructional books, and prisoners shall be encouraged to make full use of it.

Section 16

Religion

- 1) If the institution contains a sufficient number of prisoners of the same religion, a qualified representative of that religion shall be appointed or approved. If the number of prisoners justifies it and conditions permit, the arrangement should be on a full-time basis.
- 2) A qualified representative appointed or approved under paragraph (1) shall be allowed to hold regular services and to pay pastoral visits in private to prisoners of his religion at proper times.
- 3) Access to a qualified representative of any religion shall not be refused to any prisoner. On the other hand, any prisoner may refuse to receive a visit of any religious representative, his attitude shall be fully respected.
- 4) So far as practicable, every prisoner shall be allowed to satisfy the needs of his religious life by attending the services provided in the institution and having in his possession the books of religious observance and instruction of his denomination.

Section 17

Retention of Prisoners' Property

- 1) All money, valuables, clothing and other effects belonging to a prisoner which under the regulations of the institution he is not allowed to retain shall on his admission to the institution be placed in safe custody. An inventory thereof shall be signed by the prisoner. Steps shall be taken to keep them in good condition.
- 2) On the release of the prisoner all such items shall be returned to him except in so far as he has been authorized to spend money or send any such property out of the institution or it has been found necessary on hygienic grounds to destroy any article of clothing. The prisoner shall sign a receipt for the articles and money returned to him.

- 3) Any money or effects received for a prisoner from outside shall be treated in the same way.
- 4) If a prisoner brings in any drugs or medicine, the medical officer shall decide what use shall be made of them.

Section 18 **Notification of Death, Illness, Transfer, etc.**

- 1) Upon the death or serious illness of, or serious injury to a prisoner, or his removal to an institution for the treatment of mental afflictions, the prison master shall at once inform the spouse, if the prisoner is married or the nearest relative and shall in any event inform any other person previously designated by the prisoner.
- 2) A prisoner shall be informed at once of the death or serious illness of any near relative. In case of the critical illness of a near relative, the prisoner should be authorized, whenever circumstances allow, to visit the relative either under escort or alone.
- 3) Every prisoner shall have the right immediately to inform his family of his imprisonment or his transfer to another institution.

Section 19 **Removal of Prisoners**

- 1) When prisoners are being removed to or from an institution, they shall be exposed to public view as little as possible and proper safeguards shall be adopted to protect them from insult, curiosity and publicity in any form.
- 2) The transport of prisoners in conveyances with inadequate ventilation or light, or in any way that would subject them to unnecessary physical hardship, shall be prohibited.
- 3) The transport of prisoners shall be carried out at the expense of the administration and equal conditions shall obtain for all of them.

Section 20 **Institutional Personnel**

- 1) The prison administration shall provide for the careful selection of every grade of the prison personnel, since it is on their integrity, humanity, professional capacity and personal suitability for the work that the proper administration of the institutions depends.

- 2) The prison administration shall constantly seek to awaken and maintain in the minds both of the prison personnel and of the public the conviction that this work is a social service of great importance, and to this end all appropriate means of informing the public should be used.
- 3) To secure the foregoing ends, prison personnel shall be appointed on a full-time basis as professional prison officers and have civil service status with security of tenure subject only to good conduct, efficiency and physical fitness.
- 4) The personnel shall possess an adequate standard of education and intelligence.
- 5) Before entering on duty, the personnel shall be given a course of training in their general and specific duties.
- 6) All members of the personnel shall at all times so conduct themselves and perform their duties as to influence the prisoners for good by their example and to command their respect.
- 7) The prison master of an institution should be adequately qualified for his task by character, administrative ability, suitable training and experience.
- 8) He shall devote his entire time to his official duties and shall not be appointed on a part-time basis.
- 9) When two or more institutions are under the authority of one prison master, he shall visit each of them at frequent intervals. A responsible resident official shall be in charge of each of these institutions.
- 10) The prison master, his deputy, and the majority of the other personnel of the institution shall be able to speak the language of the greatest number of prisoners, or a language understood by the greatest number of them.
- 11) Whenever necessary, the services of an interpreter shall be used.
- 12) In institutions that are large enough to require the services of one or more full-time medical officers, at least one of them shall reside on the premises of the institution or in its immediate vicinity.
- 13) In other institutions the medical officer shall visit daily and shall reside near enough to be able to attend without delay in cases of urgency.

- 14) In an institution for both men and women, the part of the institution set aside for women shall be under the authority of a responsible woman officer who shall have the custody of the keys of all that part of the institution.
- 15) No male member of the staff shall enter the part of the institution set aside for women unless accompanied by a woman officer.
- 16) Women prisoners shall be attended and supervised only by women officers. This does not, however, preclude male members of the staff, particularly doctors and teachers, from carrying out their professional duties in institutions or parts of institutions set aside for women.
- 17) Officers of the institutions shall not, in their relations with the prisoners, use force except in self-defense or in cases of attempted escape, or active or passive physical resistance to an order based on law or regulations. Officers who have recourse to force must use no more than is strictly necessary and must report the incident immediately to the prison master of the institution.
- 18) Prison officers shall be given special physical training to enable them to restrain aggressive prisoners.
- 19) Except in special circumstances, staff performing duties that bring them into direct contact with prisoners should not be armed. Furthermore, staff should in no circumstances be provided with arms unless they have been trained in their use.

Section 21

Inspection

There shall be a regular inspection of penal institutions and services by qualified and experienced inspectors appointed by a competent authority. Their task shall be in particular to ensure that these institutions are administered in accordance with existing laws and regulations and with a view to bringing about the objectives of penal and correctional services.

STANDARDS APPLICABLE TO SPECIAL CATEGORIES

A. PRISONERS UNDER SENTENCE

Section 22

Classification of Prisoners

- 1) The medical services of the institution shall seek to detect and shall treat any physical or mental illnesses or defects that may hamper a prisoner's rehabilitation. All necessary medical, surgical and psychiatric services shall be provided to that end.
- 2) These principles require individualization of treatment and for this purpose a flexible system of classifying prisoners in groups; it is therefore desirable that such groups should be distributed in separate institutions suitable for the treatment of each group.

Section 23 Treatment

- 1) The treatment of persons sentenced to imprisonment or a similar measure shall have as its purpose, so far as the length of the sentence permits, to establish in them the will to lead law-abiding and self-supporting lives after their release and to prepare them to do so. The treatment shall be such as will encourage their self-respect and develop their sense of responsibility.
- 2) To these ends, all appropriate means shall be used to the extent possible, including religious care, education, vocational guidance, training and employment counseling, in accordance with the individual needs of each prisoner, taking account of his social and criminal history, his physical and mental capacities and aptitudes, his personal temperament, the length of his sentence and his prospects after release.
- 3) For every prisoner with a sentence of suitable length, the prison master shall receive, as soon as possible after his admission, full reports on all the matters referred to in the foregoing paragraph. Such reports shall always include a report by a medical officer, wherever possible qualified in psychiatry, on the physical and mental condition of the prisoner.
- 4) The reports and other relevant documents shall be placed in an individual file. This file shall be kept up to date and classified in such a way that it can be consulted by the responsible personnel whenever the need arises.

Section 24 Classification and Individualization

- 1) The purposes of classification shall be:

- a) To separate from others those prisoners who, by reason of their criminal records or bad characters, are likely to exercise a bad influence, or pose a danger to themselves or others;
 - b) To divide the prisoners into classes in order to facilitate their treatment with a view to their social rehabilitation.
- 2) So far as possible separate institutions or separate sections of an institution shall be used for the treatment of the different classes of prisoners.

Section 25

Privileges

Systems of privileges appropriate for the different classes of prisoners and the different methods of treatment shall be established at every institution, in order to encourage good conduct, develop a sense of responsibility and secure the interest and cooperation of the prisoners in their treatment.

Section 26

Work

- 1) Prison labor must not be of an afflictive nature,
- 2) All prisoners under sentence may be required to work, subject to their physical and mental fitness as determined by the medical officer.
- 3) Sufficient work of a useful nature shall be provided to keep prisoners actively employed for a normal working day.
- 4) So far as possible the work provided shall be such as will maintain or increase the prisoners' ability to earn an honest living after release.
- 5) Where prisoners are employed in work not controlled by the administration, they shall always be under the supervision of the institution's personnel. Unless the work is for other departments of the government the full normal wages for such work shall be paid to the administration by the persons to whom the labor is supplied, account being taken of the output of the prisoners.
- 6) The precautions specified in Iraqi law governing labor and working conditions to protect the safety and health of workers shall be equally observed in institutions.
- 7) The maximum daily and weekly working hours of the prisoners shall be fixed in accordance with Iraqi law governing labor and working conditions.

- 8) The hours so fixed shall leave one rest day a week and sufficient time for education and other activities required as part of the treatment and rehabilitation of the prisoners.
- 9) There shall be a system of equitable remuneration of the work of prisoners,
- 10) Under the system prisoners shall be allowed to spend at least a part of their earnings on approved articles for their own use and to send a part of their earnings to their family.
- 11) The system should also provide that a part of the earnings should be set aside by the administration so as to constitute a savings fund to be handed over to the prisoner on his release.

Section 27

Education and Recreation

- 1) Provision shall be made for the further education of all prisoners capable of profiting thereby, including religious instruction. The education of illiterates and young prisoners shall be compulsory and special attention shall be paid to it by the administration.
- 2) So far as practicable, the education of prisoners shall be integrated with the educational system so that after their release they may continue their education without difficulty.
- 3) Recreational and cultural activities shall be provided in all institutions for the benefit of the mental and physical health of prisoners.

Section 28

Social Relations and After-Care

- 1) Special attention shall be paid to the maintenance and improvement of such relations between a prisoner and his family as are desirable in the best interests of both.
- 2) From the beginning of a prisoner's sentence consideration shall be given to his future after release and he shall be encouraged and assisted to maintain or establish such relations with persons or agencies outside the institution as may promote the best interests of his family and his own social rehabilitation.
- 3) Services and agencies, governmental or otherwise, that assist released prisoners to re-establish themselves in society shall ensure, so far as is possible and

necessary, that released prisoners are provided with appropriate documents and identification papers, have suitable homes and work to go to, are suitably and adequately clothed having regard to the climate and season, and have sufficient means to reach their destination and maintain themselves in the period immediately following their release.

- 4) The approved representatives of such agencies shall have all necessary access to the institution and to prisoners and shall be taken into consultation as to the future of a prisoner from the beginning of his sentence.
- 5) It is desirable that the activities of such agencies shall be centralized or coordinated as far as possible in order to secure the best use of their efforts.

B. INSANE AND MENTALLY ABNORMAL PRISONERS

Section 29 Psychiatric Care

- 1) Persons who are found to be insane shall not be detained in prisons and arrangements shall be made to remove them to mental institutions as soon as possible.
- 2) Prisoners who suffer from other mental diseases or abnormalities shall be observed and treated in specialized institutions under medical management.
- 3) During their stay in a prison, such prisoners shall be placed under the special supervision of a medical officer.
- 4) The medical or psychiatric service of the penal institutions shall provide for the psychiatric treatment of all prisoners who are in need of such treatment.

C. PRISONERS UNDER ARREST OR AWAITING TRIAL

Section 30 Untried prisoners

- 1) Persons arrested or imprisoned by reason of a criminal charge against them, who are detained either in police custody or in prison custody but have not yet been tried and sentenced, will be referred to as "untried prisoners", hereinafter in these rules.

- 2) Prisoners who have not been convicted are presumed to be innocent and shall be treated as such.
- 3) Without prejudice to legal rules for the protection of individual liberty or prescribing the procedure to be observed in respect of untried prisoners, these prisoners shall benefit by a special regime that is described in the following rules in its essential requirements only.
- 4) Untried prisoners shall be kept separate from convicted prisoners.
- 5) Young untried prisoners shall be kept separate from adults and shall where possible be detained in separate institutions.
- 6) Untried prisoners shall sleep singly in separate rooms.
- 7) Within the limits compatible with the good order of the institution, untried prisoners may, if they so desire, have their food procured at their own expense from the outside, either through the administration or through their family or friends. Otherwise, the administration shall provide their food.
- 8) An untried prisoner shall be allowed to wear his own clothing if it is clean and suitable.
- 9) If he wears prison dress, it shall be different from that supplied to convicted prisoners.
- 10) An untried prisoner shall always be offered an opportunity to work, but shall not be required to work. If he chooses to work, he shall be paid for it.
- 11) An untried prisoner shall be allowed to procure at his own expense or at the expense of a third party such books, newspapers, writing materials and other means of occupation as are compatible with the interests of the administration of justice and the security and good order of the institution.
- 12) An untried prisoner shall be allowed to be visited and treated by his own doctor or dentist if there is reasonable ground for his application and he is able to pay any expenses incurred.
- 13) An untried prisoner shall be allowed to inform immediately his family of his detention and shall be given all reasonable facilities for communicating with his family and friends, and for receiving visits from them, subject only to restrictions and supervision as are necessary in the interests of the administration of justice and of the security and good order of the institution.

- 14) For the purposes of his defense, an untried prisoner shall be allowed to apply for free legal aid where such aid is available, and to receive visits from his legal adviser with a view to his defense and to prepare and hand to him confidential instructions. For these purposes, he shall if he so desires be supplied with writing material. Interviews between the prisoner and his legal adviser may be within sight but not within the hearing of a police or institution official.

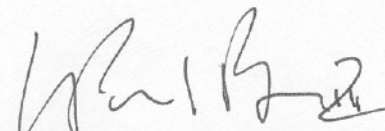
D. CIVIL PRISONERS

Section 31 Debtor Prisoners

Persons imprisoned for debt shall not be subjected to any greater restriction or severity than is necessary to ensure safe custody and good order. Their treatment shall be not less favorable than that of untried prisoners, with the reservation, however, that they may possibly be required to work.

Section 32 Entry into Force

This Memorandum shall enter into force on the date of signature.

 6/8/03
L. Paul Bremer, Administrator
Coalition Provisional Authority

**COALITION PROVISIONAL AUTHORITY MEMORANDUM
NUMBER 3 (REVISED)**

CRIMINAL PROCEDURES

Pursuant to my authority as Administrator of the Coalition Provisional Authority (CPA), and under the laws and usages of war, and consistent with relevant U.N. Security Council resolutions, including Resolutions 1483 (2003), 1511 (2003) and 1546 (2004),

Recognizing the CPA's obligation to restore law and order, provide for the safety of the people of Iraq, and ensure fundamental standards for persons detained,

Acting pursuant to the mandate for the Multinational Force set out in UN Security Council Resolutions 1511 (2003) and 1546 (2004) to take all necessary measures to provide security in Iraq,

Determining, that the relevant and appropriate provisions of the Fourth Geneva Convention of 1949 Relative to the Treatment of Civilians in Time of War (hereinafter "the Fourth Geneva Convention") constitute an appropriate framework consistent with its mandate in continuance of measures previously adopted,

Noting the deficiencies of the Iraqi Criminal Procedure Code with regard to fundamental standards of human rights,

I hereby promulgate the following:

**Section 1
Purpose**

- 1) This Memorandum implements CPA Order No.7 by establishing procedures for applying criminal law in Iraq, recognizing that the effective administration of justice must consider:
 - a) the continuing involvement of the Multinational Force (MNF) in providing critical support to some aspects of the administration of justice;
 - b) the need to transition from this support;
 - c) the need to modify aspects of Iraqi law that violate fundamental standards of human rights;
 - d) the ongoing process of security internee management in accordance with the relevant and appropriate standards set out in the Fourth Geneva Convention which shall be applied by the MNF as a matter of policy in accordance with its mandate.

Section 2

Preservation of Laws

All provisions of the Iraqi Law on Criminal Proceedings of 1971, as amended (hereinafter "the Procedure Code"), shall continue in force unless expressly modified by this Memorandum.

Section 3

Suspension and Amendment of Provisions

The following provisions of the Procedure Code shall be suspended and or amended:

- a) In paragraph 61 (c) delete the word "may" and insert the word "must". In paragraph 70 delete the words "As far as possible".
- b) In paragraph 123 add the following; "(b) Before questioning the accused the examining magistrate must inform the accused that:
 - i) he or she has the right to remain silent and no adverse inference may be drawn from accused's decision to exercise that right;
 - ii) he or she has the right to be represented by an attorney, and if he or she is not able to afford representation, the Court will provide an attorney at no expense to the accused;
- c) The examining magistrate or investigator must determine if the accused desires to be represented by an attorney before questioning the accused. If the accused desires an attorney the examining magistrate or investigator shall not question the accused until he or she has retained an attorney or an attorney has been appointed by the Court."
- d) The Criminal Procedure Code is hereby amended as follows:
 - i) Paragraph 136 is hereby suspended.
 - ii) In paragraph 144 (a) delete the words " at a rate of no less than 10 dinars and no more than 50 dinars, with the cost borne by the state treasury.", and in 144 (b) delete the words "of no more than 50 dinars".
 - iii) In paragraph 168 (b) delete the words "via the court".
 - iv) In paragraph 184 (a) delete the word "must" and insert the word "may".
 - v) In paragraph 199 (a) delete the words "based on permission from the Minister of Justice".
 - vi) In paragraph 213 (c) delete the words "and if there is no other evidence which proves it to be a lie."
 - vii) In paragraph 218 delete everything in the paragraph after the word "coercion" where occurring for the first time.
 - viii) Paragraph 221 is hereby suspended.

- ix) Paragraphs 285-293 are hereby suspended.
- x) In paragraph 298 delete the words "by one half of one dinar" wherever occurring.
- xi) In paragraph 299 (b) delete the words "one day for each one half of one dinar outstanding" and insert in place the words "reduced proportionally to the amount outstanding".
- xii) Paragraph 306 is hereby suspended.
- xiii) In paragraph 320 delete the words "and with the payment, within a specified period, of surety of not less than 20 dinars and not more than 200 dinars.
- xiv) In paragraph 324 delete the words "of no less than 50 dinars and not exceeding 500 dinars".
- xv) Paragraph 371 (b) is hereby suspended.

Section 4 Advice of Rights

At the time an Iraqi law enforcement officer arrests any person, the officer shall inform that person of his or her right to remain silent and to consult an attorney.

Section 5 Criminal Detentions

- 1) A national contingent of the MNF shall have the right to apprehend persons who are suspected of having committed criminal acts and are not considered security internees (hereinafter "criminal detainees") who shall be handed over to Iraqi authorities as soon as reasonably practicable. A national contingent of the MNF may retain criminal detainees in facilities that it maintains at the request of appropriate Iraqi authorities based on security or capacity considerations. Where such criminal detainees are retained in the detention facilities of a national contingent of the MNF the following standards will apply:
 - a) Upon the initial induction into the detention centre a criminal detainee shall be apprised of his rights to remain silent and to consult an attorney by the authority serving an arrest warrant.
 - b) A criminal detainee suspected of a felony offence may consult an attorney 72 hours after induction into the detention centre.
 - c) A criminal detainee shall be promptly informed, in writing, in a language which they understand, of the particulars of the charges preferred against them by the authority serving an arrest warrant.
 - d) A criminal detainee shall be brought before a judicial officer as rapidly as possible and in no instance later than 90 days from the date of induction into the detention centre.

- e) Access to detainees shall be granted to the Iraqi Prisons and Detainee Ombudsman (hereinafter “the Ombudsman”). Access will only be denied the Ombudsman for reasons of imperative military necessity as an exceptional and temporary measure. The Ombudsman shall be permitted to inspect health, sanitation and living conditions and to interview all detainees in private and to record information regarding a detainee.
 - f) Access to detainees shall be granted to official delegates of the International Committee of the Red Cross (ICRC). Access will only be denied the delegates for reasons of imperative military necessity as an exceptional and temporary measure. The ICRC delegates shall be permitted to inspect health, sanitation and living conditions and to interview all detainees in private. They shall also be permitted to record information regarding a detainee and may pass messages to and from the family of a detainee subject to reasonable censorship by the facility authorities.
- 2) Where any criminal detainee held by a national contingent of the MNF is subsequently transferred to an Iraqi Court, a failure to comply with these procedures shall not constitute grounds for any legal remedy or negation of process, but any period spent in detention awaiting trial or punishment shall be deducted from any period of imprisonment imposed.

Section 6

MNF Security Internee Process

- 1) Any person who is detained by a national contingent of the MNF for imperative reasons of security in accordance with the mandate set out in UNSCR 1546 (hereinafter “security internee”) shall, if he is held for a period longer than 72 hours, be entitled to have a review of the decision to intern him.
- 2) The review must take place with the least possible delay and in any case must be held no later than 7 days after the date of induction into an internment facility.
- 3) Further reviews of the continued detention of any security internee shall be conducted on a regular basis but in any case not later than six months from the date of induction into an internment facility.
- 4) The operation, condition and standards of any internment facility established by the MNF shall be in accordance with Section IV of the Fourth Geneva Convention.
- 5) Security internees who are placed in internment after 30 June 2004, must in all cases only be held for so long as the imperative reasons of security in relation to that internee exist and in any case must be either released from internment or

transferred to the Iraqi criminal jurisdiction not later than 18 months from the date of induction into an MNF internment facility. Any person under the age of 18 interned at any time shall in all cases be released not later than 12 months after the initial date of internment.

- 6) Where it is considered that, for continuing imperative reasons of security, a security internee placed in internment after 30 June 2004 who is over the age of 18 should be retained in internment for longer than 18 months; an application shall be made to the Joint Detention Committee (JDC) for approval to continue internment for an additional period. In dealing with the application the members of the JDC will present recommendations to the co-chairs who must jointly agree that the internment may continue and shall specify the additional period of internment. While the application is being processed the security internee may continue to be held in internment but in any case the application must be finalized not later than two months from the expiration of the initial 18 month internment period.
- 7) Access to internees shall be granted to the Ombudsman. Access will only be denied the Ombudsman for reasons of imperative military necessity as an exceptional and temporary measure. The Ombudsman shall be permitted to inspect health, sanitation and living conditions and to interview all internees in private and to record information regarding an internee.
- 8) Access to internees shall be granted to official delegates of the ICRC. Access will only be denied the delegates for reasons of imperative military necessity as an exceptional and temporary measure. The ICRC delegates shall be permitted to inspect health, sanitation and living conditions and to interview all internees in private. They shall also be permitted to record information regarding an internee and may pass messages to and from the family of an internee subject to reasonable censorship by the facility authorities.
- 9) If a person is subsequently determined to be a criminal detainee following a review of his or her status, or following the commission of a crime while in internment, the period that person has spent in internment will not count with respect to the period set out in Section 5 (2) herein.
- 10) Where any security internee held by a national contingent of the MNF is subsequently transferred to an Iraqi Court, a failure to comply with these procedures shall not constitute grounds for any legal remedy or negation of process, but may be considered in mitigation of sentence.

Section 7
Legal Consultation and Representation

- 1) With the exception of the circumstances set out in Section 5 (1) (b) all criminal detainees suspected of a felony offense shall have the right to consult with an attorney while in detention.
- 2) All accused persons appearing before any Iraqi court, including the Central Criminal Court of Iraq, shall have the right to representation by an attorney of their choice. Where an accused person is unable to afford the services of an attorney the Court will provide them with a suitably qualified attorney at no expense to the accused person.

Section 8
Entry into Force

This Memorandum shall enter into force on the date of signature.

A handwritten signature in black ink, appearing to read "L. Paul Bremer", followed by the date "6/27/04".

L. Paul Bremer, Administrator
Multinational Provisional Authority

COALITION PROVISIONAL AUTHORITY MEMORANDUM NUMBER 4

CONTRACT AND GRANT PROCUDURES APPLICABLE TO VESTERD AND SEIZED IRAQI PROPERTY AND THE DEVELOPMENT FUND FOR IRAQ

IMPLEMENTATION OF REGULATION NUMBER 3, PROGRAM REVIEW BOARD

Pursuant to my authority as Administrator of the Coalition Authority (CPA) and the laws and usages of war, and consistent with relevant U.N. Security Council resolutions, including Resolution 1483 (2003),

Underscoring that the Development Fund for Iraq (DFI) shall be used in a transparent manner to meet the humanitarian needs of the Iraqi people, for the economic reconstruction and repair of Iraq's infrastructure, for the continued disarmament of Iraq, and for the costs of Iraqi civilian administration, and for other purposes benefiting the people of Iraq, and that the Program Review Board as authorized by CPA Regulation Number 3 (18 June 2003) is responsible for recommending expenditures of resources from the DFI.

Noting that Resolution 1483 (2003) states that independent public accountants approved by and reporting to the International Advisory and Monetary Board (IAMB) shall audit the DFI to ensure that the DFI is used exclusively for the purposes stated in Resolution 1483 (2003),

Reaffirming that the CPA is committed to ensuring that all state- or regime-owned cash, funds or realizable securities that have been seized by Coalition Forces in Iraq consistent with the laws and usages of war, shall be used only to assist the Iraqi people and support the reconstruction of Iraq,

Implementing CPA Regulation Number 3, Program Review Board (CPA/REG/18 June 2003/03),

I hereby promulgate the following:

Section 1 Purpose

This memorandum establishes procedures applicable to the execution of contracts and grants for the benefit of the Iraqi people using Iraqi Funds, as defined herein. As steward

for the Iraqi people, the CPA will manage and spend Iraqi Funds, which belong to the Iraqi people, for their benefit. Although Iraqi Funds are not subject to the same laws and regulations that apply to funds provided to the COA directly from coalitions governments,

they shall be managed in a transparent manner that fully comports with the CPA's obligations under international law, including Resolution 1483.

Section 2

Applicability

This Memorandum applies to contracts and grants executed by or on behalf of the CPA, when those instruments obligate and expend Iraqi Funds. It covers contracts and grants executed by:

- 1) CPA Regional Directors carrying out the Regional Directors' Emergency Response Program;
- 2) CPA Regional Directors carrying out the Construction Initiative for Iraq Program;
- 3) Interim Ministry Officials, working in conjunction with Senior Ministry Advisors, when carrying out requirements that are not funded through the national Ministry budget process;
- 4) CPA's Head of Contracting Activity, or designee(s), and
- 5) Others delegated such authority by the Administrator.

This Memorandum does not apply to:

- 1) Iraqi Ministries and governmental agencies executing contracts or grants to fulfill requirements approved through the national budget process if the Administrator, or his designee, determines that the contracting procedure of the Ministry or agency is adequate to ensure the transparent use and management of Iraqi funds. However, if the contracting procedures of the particular Ministry or agency are not determined to be adequate, this Memorandum shall apply, and
- 2) Coalition Forces commanders carrying out the Commanders' Emergency Response Program. The Commanders' Emergency Response Program will use the procedures contained in FRAGO 89 (Appendix E) or any subsequent amended guidance to FRAGO 89.

Section 3

Definitions

- 1) “Competitive Range”: A group of proposals that are eligible for award of a particular contract or grant, as determined by a Contracting Officer on the basis of cost and other factors stated in the solicitation.
- 2) “Contract”: A written agreement whereby the CPA or Coalition Forces acquire goods, services or construction from a person or entity under prescribed terms and conditions, for the purpose of assisting the Iraqi people or assisting in the recovery of Iraq.
- 3) “Contract Award Committee”: As used in this Memorandum, a group of three or more officials selected by the Contracting Officer appointing authority responsible for reviewing preliminary award decisions of Large Purchases for compliance with this Memorandum and sound business judgment. The Contract Award Committee need not convene as a group; however, except as provided in Section 7 below, a majority of the members must concur in the award decision prior to award.
- 4) “Contracting Officer”: As used in this Memorandum, an individual who has been authorized by the Administrator, CPA, in accordance with Section 4 below, to enter into Contracts or Grants using Iraqi Funds.
- 5) “Grant”: A written instrument that transfers Iraqi Funds from the CPA or Coalition Forces to a recipient grantee, in order to carry out a program or project that directly benefits the Iraqi people or assists in the recovery of Iraq.
- 6) “Invitation for Bids”: An invitation to prospective contractors to submit proposals to meet CPA requirements. An invitation for bids describes a requirement for a prospective contract by explaining the nature of the opportunity, including the goods or services to be provided, required performance, the time for performance, requirements to demonstrate the responsibility of the potential source, unique requirements, the closing date for bids, and other information necessary for a potential source to submit a bid. With an IFB, the award is determined solely on the basis of price or price-related factors.
- 7) “Iraqi-based”: A company (including a subsidiary company) whose principal place of business is located within Iraq.
- 8) “Iraqi Funds”: Funds under the control of the Authority consisting of (a) proceeds from Iraqi state-owned property that has been vested or seized in accordance with applicable law and made available to the CPA to assist the Iraqi people and assist in the reconstruction of Iraq; and (b) funds in the Development Fund for Iraq, the establishment of which is noted in Resolution 1483 (2003). As used in this Memorandum, “Iraqi Funds” do not include funds provided through the appropriations process of Coalition member governments (for example, funds

provided directly to the CPA by the governments of the United States or the United Kingdom).

- 9) "Large Purchase": A contract with a value of greater than US\$500,000.
- 10) "Micro Purchase": A contract with a value of US\$5,000 or less.
- 11) "Request for Proposal": An invitation to prospective contractors or grant recipients to submit proposals to meet CPA requirements. A request for proposal usually includes a description of a requirement for a prospective Contract or Grant that explains the nature of the opportunity including the goods or services to be provided, required performance, the time for performance, the evaluation criteria for Contract award, requirements to demonstrate the responsibility of the potential source, unique requirements to demonstrate the responsibility of the potential source, unique requirements, the closing date for proposals, and other information necessary for a potential source to submit a proposal.
- 12) "Small Purchase": A contract with a value greater than US\$5,000 and less than or equal to US\$500,000.
- 13) "Solicitation": A request to submit offers or quotations to fulfill a requirement for goods or services that can be met through a Contract. "Request for Proposal" and "Invitation for Bids" are types of solicitation.

Section 4

Appointment of Contracting Offices

- 1) General. For the purpose of carrying out programs to assist the Iraqi people and assist in the recovery of Iraq using Iraqi Funds, the officials identified in paragraph 2 may appoint Contracting Officers who may enter in to Contracts or Grants on behalf of the CPA. Unless otherwise terminated by the Administrator, this delegation shall remain in effect until the establishment of an internationally recognized, representative government by the people of Iraq.
- 2) The following officials are authorized to appoint Contracting Officers within their directorates, commands or organizations, in writing and in a form prescribed by the Head of Contracting Activity, CPA, in consultation with the CPA General Counsel:
 - a) Head of Contracting Activity, CPA, or the Principal Assistant Responsible for Contracting, CPA;

- b) CPA Directors of Oil Policy; Civil Affairs; Economic Development; AID; Operations and Infrastructure; Interior Affairs; Private Sector Development; and Security Affairs.
 - c) Senior Iraqi Ministry Advisors, in coordination with the interim Iraqi Ministers, for contracting officers within the ministry concerned, and
 - d) Other persons specifically authorized by the Administrator.
- 3) In exercising their authority to appoint Contracting Officers, the officials listed in paragraph 2 above shall consider the training and experience of prospective appointees and shall, to the extent practicable, confer Contracting Officer authority on those officers already holding Coalition government contracting warrants and/or experience as contingency contracting officers or field ordering officers. The Head of Contracting Activity, COA, with the approval of the Administrator, may prescribe additional requirements (such as completion of prescribed training requirements) that persons must hold prior to receiving Contracting Officer appointments.
- 4) Contracting Officers responsible for carrying out programs must actively coordinate proposed funding initiatives with all other Contracting and Grant-making officials in their geographic areas, in order to ensure against duplication of effort.

Section 5

Technical Supervision of Contracting Officers

The Head of Contracting Activity, CPA, shall be responsible for providing technical supervision over Contracting Officers appointed pursuant to Section 4, above. This technical supervision may include prescribing training requirements and prescribing appropriate forms for use in solicitations, contract awards, and grant awards. For contracting officers assigned to the CPA Contracting Activity, the Head of Contracting Activity, CPA, shall provide administrative oversight as well as technical supervision.

Section 6

Principles Applicable to Instruments

- 1) Identification of Parties. Contracts and Grants must prominently contain the following language to identify the parties;:

“This contract/grant is entered into under the authority of the Administrator as head of the Coalition Provisional Authority (CPA), which is temporarily exercising governmental authority in Iraq pursuant to the law and usages of war and relevant United Nations Security Council Resolutions, including Resolution 1483 (2003)(“Coalition”) and by _____ (“Contractor”).

2) Competition.

- a) Contracts. Unless otherwise exempted under this Memorandum, competition is mandatory for all Contracts. Reasonable efforts will be made to obtain competitive offers by publicizing a solicitation through bulletin boards, the CPA World Wide Web page, the UNDB, vendor databases developed by the Head of Contracting Activity, and other means. If circumstances required award of a contract without competition, a written justification describing the exigencies requiring contracting without competition will be documented in the Contract file. Contracts will be awarded to the offer providing the greatest value to the CPA or Coalition Forces, based on price and all other evaluation factors contained in the solicitation.
 - b) Grants. Reasonable efforts will be made to identify all organizations capable of performing the Grant. Grants in excess of \$500,000 will be tendered for proposals by capable organizations, except as authorized for good cause, in writing, by the official that appointed the Contracting Officer involved.
- 3) Preference for Iraqi Vendors. Iraqi-based vendors who are capable of performing a Contract or Grant in a responsible and responsive manner will be afforded the following preferences when competing with foreign firms. If the Contracting Officer determines that at least two Iraqi-based vendors are available, the Contracting Officer may limit the competition to Iraqi-based vendors only. If the Contracting Officer determines that limiting competition to Iraqi-based vendors is not appropriate, the Contracting Officer may use the amount of Iraqi participation in the contract (as a subcontractor or otherwise) as an evaluation criterion for purposes of determining who is entitled to the award of the contract.
- 4) Fair and Reasonable Price. The Contracting Officer must determine that the price of a contract is fair and reasonable. Prices for goods and services will not exceed their fair market value--as determined by the Contracting Officer--after considering the time for delivery or urgency of the service, and other relevant factors.

- 5) Conflicts of Interests. Contracts or Grants administered under this Memorandum will not directly or indirectly benefit any Ministry, CPA or Coalition Forces official or employee involved in the contracting or grant-making process, or the family members of such officials or employees. Persons involved in the contracting process, from the development of the requirement through the completion of performance, shall not:
- a) Hold financial interests that conflict with the conscientious performance of duty.
 - b) Engage in financial transactions using nonpublic Government information or allow the improper use of such information to further any private interest.
 - c) Solicit or accept any gift or other item of monetary value from any person or entity seeking official action from, doing business with, or conducting activities regulated by the CPA, or whose interests may be substantially affected by the performance or nonperformance of the employee's duties.
 - d) Knowingly make unauthorized commitments or promises of any kind purporting to bind the CPA.
 - e) Use public office for private gain.

An official or employee of the CPA or Coalition Forces involved in the contracting process shall:

- a) Act impartially and not give preferential treatment to any private organization or individual.
 - b) Disclose waste, fraud, abuse, and corruption to appropriate authorities.
 - c) Endeavor to avoid any actions creating the appearance that they are violating the law or ethical standards.
- 6) Combining and Dividing Awards. To the extent practicable, requirements for a project or related projects may be consolidated into one contract, in order to reduce the administrative burden of contracting. Requirements may not be split to avoid the application of these rules.
- 7) Responsibility. Contracting officers must determine that a contractor who receives a contract award must be responsible. This means that the contractor must:

- a) Have adequate financial resources to perform the contract, or the ability to obtain them;
- b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- c) Have a satisfactory performance record, if the contractor has performed contracts in the past;
- d) Have a satisfactory record of integrity and business ethics;
- e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Section 7 Contracts

- 1) **Micro-Purchases.** Micro-Purchase Contracts may be awarded without competition if the Contracting Officer determines that the offered price and terms are fair and reasonable. However, Contracting Officers are encouraged to obtain competition when possible. Oral solicitations may be used. Micro-Purchases will be documented in summary files demonstrating competition (if any), basis for award (if other than lowest price), and material terms. The documentation will be tailored to the size and nature of the acquisition.
- 2) **Small Purchases.** Contracting Officers, when possible, will obtain at least three competitive offers for Small Purchases. For Small Purchases from \$5,000.01 to \$25,000, oral solicitations may be used; however, Contracting Officers must maintain documentation of sources solicited. For Small Purchases greater than \$25,000, written solicitations will be used. Sufficient information will be included in the contract file to enable a review of the transaction, including evidence of competition or the basis for contracting without competition, price quotations, and the basis for the contract award if price is not the determining factor. Written justifications detailing the unique qualifications of the contractor or other exigent circumstances requiring an award without competition will be prepared for Small Purchases. Requirements for justifications are contained in Appendix A.

- a) Blanket Purchase Agreements. Contracting Officers are encouraged to use blanket purchase agreements for repetitive requirements to reduce administrative burdens and to obtain favorable pricing.
 - b) All Small Purchase contracts will contain payment terms including an agree upon payment schedule (preferably with milestones tied to performance) for service contracts, and performance requirements clearly defining the responsibilities and time for performance. Additionally, the Contracting Officer will use appropriate contract provisions listed in Appendix B to this Memorandum for the particular solicitation or contract involved.
 - c) Requirements in excess of \$10,000 should be posted at a public location and disseminated in a manner that will foster competition, including advertising in local media when appropriate, through bulletin boards, the CPA World Wide Web page, vendor databases developed by the Head of Contracting Activity, and other means.
- 3) Large Purchases.
- a) Large Purchase Contracts will be competed, except as authorized below. All Large Purchase contract opportunities will be posted and advertised to the maximum extent practicable, with a goal of obtaining at least three competitive offers.
 - b) The Head of Contracting Activity, CPA, will ensure that experienced contracting officials are assigned to execute contracts underneath the HCA and provide technical assistance to all other appointed Contracting Officers or Iraqi Ministry Contracting Activities with respect to all Large Purchase solicitations.
 - c) Acquisitions generally will be made through negotiation. The contracting agency will develop a Request for Proposal (RFP) for submission to prospective contractors. The RFP will set forth the essential information necessary to fully describe the contracting opportunity. Contracting Officers may hold a pre-proposal conference to answer questions and to clarify the RFP, provided all prospective contractors are informed of the conference. Award evaluation factors will be tailored to the acquisition, but must include price as a factor. Others factors may include technical expertise, financial stability of the contractor based upon a review of financial statements, and prior contract performance. The Contracting Officer may request final proposals from contractors in the competitive range. Based upon the review of the proposals, a preliminary award decision will be made.

- d) If a contracting officer determines that (1) time permits the solicitation, submission and evaluation of sealed bids; (2) award will be made only on the basis of price or price-related factors; (3) discussions with prospective bidders will not be necessary, and (4) there is a reasonable expectation of receiving more than one sealed bid, the contractor may, instead of an RFP, use an Invitation for Bids (IFB) to compete the acquisition. The IFB will set forth the essential information necessary to fully describe the contracting opportunity. Contracting Officers may hold a pre-bid conference to answer questions and to clarify the IFB provided all prospective contractors are informed of the conference. Because an IFB requires that the requirement be clearly stated prior to issuing the solicitation, IFBs will only be used by contracting officers under the direct control of the Head of the Contracting Activity, CPA.
- e) Written justifications detailing the unique qualifications of the contractor or other exigent circumstances requiring an award without competition will be prepared for all Large Purchases awarded without competition. Requirements for justifications are contained in Appendix A. All Large Purchase justifications will be reviewed and approved in writing by either the Contracting Officer's appointing authority or the Head of Contracting Activity, CPA, or his designee.
- f) Except for awards by Contracting Officers appointed by the Head of Contracting Activity or the Principal Assistant Responsible for Contracting, CPA, Large Purchase preliminary award decisions will be reviewed by a Contract Award Committee of at least three officials, designated by the official who appointed the Contracting Officer for the particular project, prior to award. The Committee will review the proposals and Contract file to ensure compliance with procedural and competition requirements, that the contract represents sound business judgment, that the process used was fair and impartial, and that the proposed award represents the best value based upon the evaluation factors. Large Purchase preliminary award decisions by Contracting Officers appointed by the Head of the Contracting Activity, CPA will be coordinated with the Head of Contracting Activity, CPA, or his designee, prior to award.
- g) Notwithstanding paragraph 3(e) above, Large Purchase Contracts may be executed in the absence of a Contract Award Committee, provided the Head of Contracting Activity, CPA, determines that there are sufficient alternative means to ensure that the particular solicitation action has been appropriately managed.

- h) Contracting officers are encouraged to establish payment schedules that provide for payments as the vendor accomplishes specified performance milestones.
- 4) Contract Modifications and Amendments. Contract modifications and amendments are subject to the same documentation provisions as original contracts. Contracting Officers must ensure the cost of the contract modification or amendment is fair and reasonable. Amendments or modifications that are outside the scope of the contract or that constitute new requirements should be addressed through new contracts.

Section 8

Monitoring Contract Performance

Consistent with their programmatic responsibility to ensure that contractors and grantees properly perform their duties, Contracting Officers shall be responsible for regularly monitoring the post-award execution of all Contracts they approve. This monitoring process includes ensuring that the contractor provides the agreed upon goods, services or construction in accordance with the provisions, and that payments are made in a timely manner. Contracting Officers shall include in the Contract file a written report describing post-award performance by contractors or grantees, including a final assessment upon completion of the Contract. Contracting officers shall rely upon locally available military engineering resources in assessing all repair and construction projects. All documents related to the establishment and execution of Contracts will be maintained in a Contract file that includes the materials described in Appendix A to this Memorandum.

Section 9

Grants

Consistent with Program Review Board requirements, Grants may be made available to support important public initiatives.

- 1) Applications for Grants must describe the initiative, anticipated costs and the desired results. The applications should also set forth objective standards for measuring the success of the Grant.

- 2) In reviewing grant applications, consideration shall be given to the number of people affected by the grant and the impact on community development. Grants should be reviewed during implementation and where appropriate funds should be made available on a schedule tied to the accomplishment of specific milestones specified by the CPA or Coalition Forces, and related to the objective measures of success.
- 3) Although there generally is little substantial involvement between the CPA or Coalition Forces and the grantee following the award of the Grant, a grant agreement will be conducted according to a form prescribed by the Head of Contracting Activity, CPA, in coordination with the Office of the General Counsel, CPA, and the grantee's performance must be monitored to ensure that the granted funds are expended for appropriate purposes consistent with the Grant, and to assess the grantee's suitability for future Grants. Contracting Officers responsible for Grants shall include in the Grant file a written report describing post-award performance by or grantees, including a final assessment upon completion of the Grant.

Section 10

Funds Allocated through the National Budget Process

- 1) Funds allocated through the National Budget Process will be made available to the interim Iraqi Ministries in accordance with the National Budget. The CPA Office of Management and Budget will allocate funds to the Iraqi Ministry of Finance for further distribution to the Iraqi Ministries, in accordance with the national Budget and in a manner that will ensure appropriate transparency. The interim Iraqi Ministries may draw on allocated funds by submitting a request for funds to the Iraqi Ministry of Finance.
- 2) Contracts or grants executed by interim Iraqi Ministries may be carried out in accordance with applicable Iraqi laws and Ministry contracting procedures only if the Administrator or his designee determines that the Ministry's application of these controls will ensure transparency. However, in the event that a protest is filed against the proposed award of a contract or grant, the provisions of the Protests clause in Appendix B of this Memorandum shall apply. If the Administrator or his designee does not determine that applicable Iraqi laws and Ministry contracting procedures can ensure transparency in the use of Iraqi funds, the rules of this Memorandum shall apply.
- 3) As part of the CPA's responsibility to ensure that CPA Funds are used for their intended purpose, the CPA Comptroller, in coordination with the Head of

Contracting Activity, CPA, may, in his discretion, review contracting actions of interim Iraqi Ministries.

Section 11 Appendices


The Appendices provide supplemental instructions on preparing and executing Contracts and Grants pursuant to this Memorandum. The Program Review Board is hereby authorized to modify existing Appendices to this Memorandum, and issue additional Appendices, as may be required to ensure the effective execution of funding for the benefit of the Iraqi people. Any such modification or issuance shall be deemed to satisfy the requirements of CPA Regulation No. 3, section 6 (5).

Section 12 Protection of Confidential Acquisition Information

Contracting officers, or other persons involved in the contracting process, are specifically prohibited from releasing information contained in a proposal to any person not involved with the contracting process. For purposes of this section, "proposal" means any proposal, including a technical, management, or cost proposal, submitted by a contractor in response to the requirements of a solicitation for a competitive proposal. Any other disclosure of confidential acquisition information, including information concerning a successful proposal that is incorporated by reference into a contract, shall be protected in a manner consistent with 5 U.S.C. Section 552 and Parts 3 and 24 of the U. S. Federal Acquisition Regulation.

Section 13 Entry into Force

This Memorandum shall enter into force on the date of signature.

 8/24/03
L. Paul Bremer, Administrator
Coalition Provisional Authority

**CONTRACT AND GRANT PROCEDURES
APPLICABLE TO VESTED AND SEIZED IRAQI PROPERTY AND DEVELOPMENT
FUND FOR IRAQ**

Contract File Requirements

APPENDIX A

Micro Purchases (\$5,000 or less)

Contract file must include:

- Notes or documentation reflecting competition efforts, if any, including a written summary of oral solicitations if award is based on an oral solicitation.
- The basis for the award decision if other than lowest price.
- Material Contract terms (Who is to do What, When, and for How much?)
- Information demonstrating the outcome (such as receipts, delivery notices, notes of the contracting officer regarding contractor performance for services).

Micro Purchase files will be maintained for 1 year following final contract payment.

Small Purchases (\$5,000.01 - \$500,000)

Contract file must include:

- Documentation of oral solicitations made for contracts less than \$25,000, written solicitations for contracts from \$25,000/01 to \$500,000.
- Evidence of competition, such as posted notices (including the location and length of time posted), direct solicitations, advertisements, posting on web pages.
- For solicitations in which only one source is solicited (i.e., sole-source contract awards), a written justification prepared in accordance with this Appendix.
- Evaluation Criteria, if applicable.
- Significant correspondence with vendors.
- Notification to successful vendor.
- Written contract containing required terms for agreements exceeding \$10,000 or a summary of material terms for agreements less than \$10,000.
- Invoices for progress payments and verification of performance including notes of inspections or monitoring where appropriate.
- Small Purchase Files will be maintained for 1 year following final contract payment.

Large Purchases (more than \$500,000)

Documentation will be sufficient to enable review by the Contract Award Committee prior to award and then by auditors during the period of contract performance and thereafter. Files will include:

- A statement of need for the requirement to be addressed. This may be a request for services from the agency requesting the contract.
- Evidence of Competition, such as posted notices (including the location and length of time posted), direct solicitations, advertisements, posting on web pages, or other means used to publicize the opportunity to bid.

- All fully eligible responses from vendors to allow the Contract Award Committee to review the contracting options to ensure the proposed contract award is based upon sound business judgment.
- For contracts in which only one source is solicited, a written justification prepared in accordance with this Appendix.
- Contract award Evaluation Criteria. Price must be one of the contract evaluation criteria. Other criteria may include experience, prior contract performance, technical expertise, and delivery terms.
- Memorandum for record memorializing the action by the Contract Award Committee acting to select the successful vendor. The MFR should identify board members, the bids considered, the criteria used, and the selected vendor.
- Significant correspondence with vendors.
- Notification to successful vendor.
- Written contract containing required terms.
- Contract Modifications and Amendments.
- Contract performance and outcome information including notes of inspections or monitoring where appropriate.
- Large Purchase Contract files will be maintained for a period of 3 years following final contract payment.

Sole-Source Contracting Justification and Approval Requirements

- Contracting Officers must document compelling reasons justifying sole source contracting in all contracts. Compelling reasons that may be considered when justifying sole-source contracting:
 - There is only one responsible source and no other supplies or service will satisfy requirements. This may include unacceptable delays in delivery or other unique circumstances, such as intellectual property rights or compatibility with existing systems.
 - Unusual or compelling urgency to satisfy requirements. This justification will only be used in cases where competition would represent a serious risk to agency objectives. Failure to accurately forecast agency needs is not a sufficient justification.
- The justification must demonstrate the circumstances for forgoing adequate competition. If the circumstance is urgent and compelling, specifically explain the time constraints. Identify unique capabilities that are possessed by only one contractor.
- Justifications will include a description of efforts to obtain competition.
- Justifications will include facts supporting the Contracting Officer's determination that a fair and reasonable price was obtained.
- Justifications for sole-source awards in excess of \$500,000 must be approved by the Contracting Officer's Appointing Authority or the Head of Contracting Authority, CPA.

Grants

Files will contain a statement of the community need to be addressed and intended purposes of the grant. Generally, the grant application is sufficient. The file will also contain outcome information including an assessment of the community impact of the grant.

Special Requirements for Construction Projects

CPA/MEM/19 August 2003/04

- Maintain engineering drawings and approvals of plans until contract performance is complete.
- Cost Estimates by independent engineers should be obtained for Large Purchase projects to assist in the assessment of fair and reasonable value.
- Fixed-priced arrangements are preferred for construction contracts.
- Certificates of Completion.
- Change Orders and Amendments will be fully documented.

**CONTRACT AND GRANT PROCEDURES
APPLICABLE TO VESTED AND SEIZED IRAQI PROPERTY AND
DEVELOPMENT FUND FOR IRAQ**

Standard Terms and Conditions for Solicitations and Contracts in Excess of \$5,000

APPENDIX B

Solicitation Terms and Conditions

1. **Submission of Offers.** The contractor will submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in the solicitation. Offers may be submitted on letterhead stationery or as otherwise specified in the solicitation. At a minimum, offers must show:
 - a. The solicitation number.
 - b. The time specified in the solicitation for receipt of offers.
 - c. The name, address, and telephone number of the offeror.
 - d. A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary.
 - e. Terms of any express warranty.
 - f. Price and any discount terms.
 - g. Payment address (if different from mailing address)
 - h. Acknowledgment of solicitation amendments (if any)
 - i. Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers, and other relevant information)
 - j. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
2. **Period for Acceptance of Offers.** The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
3. **Product Samples.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense, and returned at the sender's request and expense, unless they are destroyed by pre-award testing.
4. **Multiple Offers.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
5. **Late Submissions, Modifications, Revisions, and Withdrawals of Offers.**
 - a. Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Contracting Officer designated in the solicitation by the time

specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 1630 hours, local time, for the designated contracting office on the date that offers or revisions are due.

b. Any offer, modification, revision, or withdrawal of an offer received at the contracting office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition, and

1) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the contracting office not later than 1700 hours one working day prior to the date specified for receipt of offers, or

2) there is acceptable evidence to establish it was received at the location designated for the receipt of offers and was under government control prior to the time set for receipt of offers, or

3) if the solicitation was a request for proposals, it was the only proposal received.

c. However, a late modification of an otherwise successful offer that makes the offer’s terms more favorable to the contracting organization issuing the solicitation will be considered at any time it is received and may be accepted.

d. Acceptable evidence to establish the time of receipt at the contracting office includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of contracting office personnel.

e. If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at the contracting office designated for receipt of offers by the exact time specified in the solicitation, and urgent requirements preclude amendment of the solicitation or other notice of the extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal processes resume.

f. Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

6. **Contract Award.** The Contracting Officer intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Contracting Officer reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Contracting Officer may reject any or all offers if such action is in the public interest; accept other than the lowest-priced offer; and waive informalities and minor irregularities in offers received.

7. **Multiple Awards.** The Contracting Officer may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the schedule, offers may not be submitted for quantities less than those specified. The Contracting Officer reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

8. **Evaluation.** The Contracting Office will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the contracting activity, price and other factors considered. The following factor shall be used to evaluate offers.

(Contracting Officer lists factors here, in order of importance)

9. **Options.** The Contracting Office will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Contracting Officer may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Contracting Officer to exercise the option(s).

10. **Notice of Award.** A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance of the offer, shall result in a binding contract without further action by either party. Before the offer's scheduled expiration time, the Contracting Officer may accept an offer (or part of an offer) whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

11. **Protests.** A contractor wishing to object to the terms of a solicitation, the termination of a solicitation, the award of a contract, or the termination of the award of a contract, shall present the matter to the Contracting Officer for an initial decision. The contractor shall state to the Contracting Office the basis for the protest. If the contractor does not agree with the Contracting Officer's initial decision, the Contractor may appeal the initial decision to the Head of Contracting Activity, CPA, for resolution. The decision of the Head of Contracting Activity, CPA, shall be the final decision in the matter.

12. **Evaluation of Foreign Currency Offers.** If the Contracting Officer receives offers in more than one currency, the Contracting Officer will evaluate offers by converting the foreign currency to United States currency using _____ rate in effect on the date specified for receipt of offers, if award is based on initial offers, or, if award is based on revised offers, on the date specified for receipt of proposal revisions.

Contract Terms and Conditions

13. **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Contracting Officer reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Contracting Officer may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Contracting Officer must exercise the post-acceptance rights:

a. Within a reasonable time after the defect was discovered or should have been discovered, and

b. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

14. **Assignment.** The Contractor shall not assign, transfer, or make any other disposition of this Contract, or any part thereof, without the prior written consent of the Contracting Officer.

15. **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

16. **Disputes.** This contract is not subject to the Contract Disputes Act of 1978, as amended (41 U.S. Code, Sections 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the United States Federal Acquisition Regulation Clause 52.233-1, Disputes, which is incorporated herein by reference except that appeals from final decisions of a Contracting Officer may only be appealed to the U.S. Armed Services Board of Contract Appeals (ASBCA). The decision of the ASBCA shall be final. The contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

17. **Excusable Delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Governmental activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

18. **Invoice.** The Contractor shall submit an original invoice and three copies (or electronic invoice if authorized) to the address designated in the contract to receive invoices. The invoice must include:

- a. Name and address of the Contractor.
- b. Invoice date and number.
- c. Contract number, contract line item number, and, if applicable, the order number.
- d. Description, quantity, unit of measure, unit price, and extended price of the items delivered.
- e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on a bill of lading.
- f. Terms of any discount for prompt payment offered.
- g. Name, title, and phone number of person to notify in event of defective notice.

19. **Patent Indemnity.** The Contractor shall indemnify the Government agency involved in this contract and its officers, employees, and agents against liability, including costs, for actual or alleged direct or indirect contributory infringement of, or inducement to infringe, any patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

20. **Payment.** Payment shall be made for items accepted by the Contracting Officer that have been delivered to the delivery destinations set forth in this contract. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronics fund transfer payment is made.
21. **Risk of Loss.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pay to the Contracting Officer:
- a. Delivery of the supplies to a carrier, if transportation is f.o.b origin.
 - b. Delivery of the supplies to the Contracting Officer or a representative at a destination specified in the contract, if transportation is f.o.b. destination.
22. **Taxes.** The contract price includes all applicable taxes and duties.
23. **Termination for Convenience.** The Contracting Officer reserves the right to terminate this contract, or any part hereof, for the sole convenience of the Government activity. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Contracting Officer using its standard record keeping system, have resulted from the termination. The Contracting Officer, upon reasonable advanced notice, may inspect the financial records relating to this Contract's including the amounts paid to subcontractors and the locations where any portion of the Contractor's performance occurs. The Contracting Officer may review the Contractor's financial statements upon request.
24. **Termination for Cause.** The Contracting Officer may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Contracting Officer, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government agency shall not be liable to the Contractor for any amount of supplies or services not accepted, and the Contractor shall be liable for any and all rights and remedies provided by law. If it is determined that the Contracting Officer improperly terminated this contract for cause, such termination shall be deemed a termination for convenience.
25. **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government agency upon acceptance, regardless of when or where the Government agency takes physical possession.
26. **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

27. **Immunities.** Except as provided in this contract, the Government of Iraq or its agents, including the CPA or other governmental agencies, have not waived any of their privileges or immunities.

28. **Legal Status.** The Contractor is an independent contractor. The Contractor's employees will not be considered government employees for any purpose. The Contractor is solely responsible for compensation agreements with employees.

29. **Contractor's Responsibility for Employees.** The Contractor is responsible for the professional and technical competence of its employees and will select reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct. The Contracting Officer may require that the Contractor remove from the job employees who endanger persons or property, or whose continued employment under this contract is inconsistent with the interest of military security.

30. **Subcontracting.** Except as authorized in this contract, the Contractor may not subcontract any portion of the performance of this Contract to another without the prior written consent of the Contracting Officer. The terms of any subcontract will be subject to and conform with the provisions of this Contract.

31. **Indemnification.** The Contractor shall defend, indemnify, and hold harmless all government entities involved in this contract, together with the entities' officers, agents, and employees from and against all suits, claims, or liabilities of any kind arising out of acts or omissions of the Contractor, its employees, or the Contractor's subcontractors.

32. **Insurance.** The Contractor represents and warrants that it shall maintain appropriate insurance including general commercial liability and workers compensation coverage in an adequate amount to cover third parties claims arising from or in connection with this Contract. Upon request, the Contractor will provide satisfactory evidence of the insurance required under this article.

33. **Use of Names and Symbols.** Except as required by this Contract, the Contractor will not advertise or otherwise makes public the fact that it is a contractor to the governmental entity in this Contract, nor will the Contractor use the name or emblem of the governmental entity for commercial purposes.

34. **Limitation of Liability.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the governmental entity for consequential damages resulting from any defect or deficiencies in accepted items.

35. **Inconsistency between English Version and Translation of Contract.** In the event of inconsistency between any terms of this contract and any transaction into another language, the English language meaning shall control.

36. **Correspondence in English.** The Contractor shall ensure that all contract correspondence that is addressed to the governmental entity awarding this contract is submitted in English or with an English translation.

37. **Conflicts of Interest.** The Contractor warrants that no governmental official has received or will be offered by the Contractor any direct or indirect benefit in connection with or arising from the award of this contract. The Contractor agrees that any breach of this provision is a breach of an essential term of this Contract.

38. **Order of Precedence (except for Construction Contracts).** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- a. The schedule of supplies/services.
- b. The Assignments, Disputes, Payments, Invoice, Other Compliances clauses of this contract.
- c. Addenda to this solicitation or contract, including any license agreements for computer software.
- d. Solicitation provisions (if this is a solicitation)
- e. The other standard clauses in this contract.
- f. Other documents, exhibits, and attachments.
- g. The specification (the narrative description of the work)

39. **Other Compliances.** The Contractor shall comply with all applicable laws, rules, and regulations applicable to its performance under this contract.

40. **Source of Funds.** The obligation under this contract is made with Iraqi Funds, as defined in CPA Memorandum Number 4, dated 19 August 2003. No funds, appropriated or other, of any Coalition country are or will be obligated under this contract.

41. **Option to Extend the Term of the Contract.**

a. The governmental entity awarding this contract may extend the term of this contract by written notice to the Contractor within _____ days (insert number of days) prior to the end of the term of the contract, or the end of any option period previously exercised under the contract; provided that the Government entity gives the Contractor a preliminary written notice of its intent to extend at least _____ (insert number of days) before the contract period (including option periods exercised) expires. The preliminary notice does not commit the governmental entity to an extension. If the Government exercises this option, the extended contract shall be considered to include this clause.

b. At the end of the contract period, or at the end of the final option period under this contract, whichever is later, if the governmental entity requires continued performance of services within the limits and at the rates specified in the contract for an additional period not to exceed six months, by giving written notice to the Contractor at least _____ days before the end of the contract period or the end of the final option period exercised, whichever is later.

42. **Liquidated Damages.**

a. If the Contractor fails to perform within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the governmental entity liquidated damages of \$_____ per calendar day of delay.

b. If the governmental entity terminates this contract in whole or in part under the Termination for Cause clause, the Contractor is liable for liquidated damages accruing until the governmental entity reasonably obtains similar delivery or performance. These liquidated damages

are in addition to excess costs of repurchase under the Termination for Cause clause.

c. The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Excusable Delay clause.

Construction Contract Terms and Conditions (For Construction Contracts Only)

43. Performance of Work by the Contractor. The Contractor shall perform on the site, and with its own organization, work equivalent to at least _____ percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

44. **Differing Site Conditions.**

a. The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of:

(1) Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

b. The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

c. No request by the Contractor for an equitable adjustment to the contract shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer.

d. No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

45. **Site Investigation and Conditions Affecting the Work.**

a. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as the information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the governmental agency involved, as well as from the drawing and specifications made a part of this contract. Any failure of the Contractor to take the action described and acknowledged in this

paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the governmental agency involved.

b. The governmental agency involved in this contract assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government, nor does the governmental agency assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

46. Material and Workmanship.

a. All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limited competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

b. The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work:- When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

c. All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

47. Superintendence by the Contractor. At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

48. Permits and Responsibilities. The Contractor shall, without additional expense to the governmental entity awarding this contract, be responsible for obtaining any necessary licenses and permits, and for complying with any laws, codes, or regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except

for any completed unit of work which may have been accepted under the contract.

49. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.

a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and take such other action as the Contracting officer may direct.

b. The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

50. Operations and Storage Areas.

a. The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the government entity awarding this contract, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

b. Temporary buildings (such as storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the governmental entity awarding this contract. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

c. The Contractor shall, under rules established by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by law or regulation. When it is necessary to cross curbs and sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

51. Cleaning Up. The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

52. Accident Prevention.

a. The Contractor shall provide and maintain work environments and procedures which will:

(1) Safeguard the public and governmental entity personnel, property, materials,

supplies, and equipment exposed to Contractor operations and activities,

(2) Avoid interruptions of governmental entity operations and delays in project completion dates, and

(3) Control costs in the performance of this contract.

b. For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall:

(1) Provide appropriate safety barricades, signs, and signal lights.

(2) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

c. Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health and safety of the public or governmental entity personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

d. The Contractor shall insert this clause, including this paragraph (d), with appropriate changes in the designation of the parties, in subcontracts.

53. Schedules for Construction Contracts.

a. The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

b. The Contractor shall report progress under the schedule to the Contracting Officer as directed by the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the governmental entity awarding this contract. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and other efforts, and to submit for approval any supplementary schedule or schedules as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

c. Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance

with the default terms of the contract.

54. **Specifications and Drawings for Construction.** The Contractor shall keep on the work site a copy of the drawings and specifications (the written description of the work) and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not in the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. If case of difference in the figures between the drawings or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

**CONTRACT AND GRANT PROCEDURES
APPLICABLE TO VESTED AND SEIZED IRAQI PROPERTY AND DEVELOPMENT
FUND FOR IRAQ**

**Guidance for Issuing Grants
APPENDIX C**

Considerations for Drafting Grant Agreements of Solicitations for Grant Proposals.

- Identify the objectives of the grant and need for assistance. Pinpoint any relevant physical, economic, social, financial, institutional, or other problems to be addressed by the grant.
- Consider the anticipated results or benefits expected. Identify costs and benefits to be derived. For example, show how problem will be improved as a result of the grant. Explain how the project will benefit the public.
- Examine the execution approach. List the activities in chronological order to show that schedule of accomplishments and expected completion dates. Identify the kinds of data to be collected and maintained, and discuss the criteria to be used to evaluate the results and success of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified are being achieved. List each organization, cooperator, consultant, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.
- Develop assessment and control measures. Establish criteria for judging the effectiveness and value of the grant. For larger grants, progress payments or other control measures should be included to ensure the grant is used effectively.

Executing Grants

- Grants may be made to government entities or other organizations for purposes benefiting the public good. Small reconstruction and public works projects, as well as projects that positively impact education and health care, may be appropriate for grants.
- Grant agreements will be recorded on forms prescribed by the Head of Contracting Activity, CPA, in consultation with the Office of the General Counsel, CPA.
- When executing grants ensure the granted understands the purpose of the grant and the need to exercise fiscal responsibility including obtaining receipts for significant payments and for documenting the use of funds.
- Conduct periodic inspections of the grant activity to ensure the grant is being used appropriately.

**CONTRACT AND GRANT PROCEDURES
APPLICABLE TO VESTED AND SEIZED IRAQI PROPERTY AND DEVELOPMENT
FUND FOR IRAQ**

Frequently Asked Questions

APPENDIX D

What projects are appropriate for the expenditure of DFI Funds?

UN Security Council Resolution 1483 (2003) provides the following:

14. Underlines that the Development fund for Iraq shall be used in a transparent manner to meet the humanitarian needs of the Iraqi people, for the economic reconstruction and repair of Iraq's infrastructure, for the continued disarmament of Iraq, and for the costs of Iraqi civilian administration, and for other purposes benefiting the people of Iraq;

This is the standard for use of DFI funds. If the contracting requirement does not fit squarely within these categories, other funding sources must be used. Requirements for the support of Coalition Forces may not be satisfied with DFI funds.

What special rules apply for contracts with Iraqi Funds?

Obligations under contracts with Iraqi Funds will be satisfied only with Iraqi Funds. A special clause is included in the contract to put all parties on notice of this important issue.

Military Units: Military units should not execute contracts in their names or in the name of their government for projects using Iraqi Funds. These contracts must contain the following language:

“This contract/grant is entered into under the authority of the Administrator as head of the Coalition Provisional Authority (CPA), which is temporarily exercising governmental authority in Iraq pursuant to the law and usages of war and relevant United Nations Security Council Resolutions, including Resolution 1483 (2003) (“Coalition”) and
by _____ (“Contractor”)

Coalition Provisional Authority: In order to clearly state the authority upon which the contract is being entered into, the clause set forth above must be included in each contract.

The CPA's authority is of limited duration and will terminate upon the establishment of an internationally recognized, representative government of Iraq. Therefore, it is important to ensure there is a “termination for convenience” clause in each contract.

Ministries of the Iraqi Government: Ministries of the Iraqi government should use Iraqi government contracting procedures when using CPA Funds, if the Administrator determines that the contracting procedures are adequate. If those procedures are inadequate, these procedures will be used.

When should I use a grant and when should I use a contract?

When the primary purpose is to support or stimulate the efforts of the recipient rather than to acquire a product or service, grants may be made to community agencies in support of community development or outreach programs. Grants have more limited oversight and are intended to allow the applicant greater flexibility. While the effectiveness of the grant should be assessed, the requirement need not be filled by another source if the intended aims are not achieved. Grants are generally awarded to government entities and non-profit organizations.

Contracts are used to acquire goods or services.

What factors should be used when evaluating potential contractors?

The requirements for each contract should be tailored to the acquisition. However all decisions to award contracts should involve consideration of the following factors:

- **Value.** While price is very important in determining a contract award, ensuring the performance of the contract in a responsible manner is also important.
- **Financial Stability of Contractor.** The financial stability of the contractor must be evaluated in all Large Purchase contracts or contracts involving a substantial percentage payment of the full contract award in advance. This review should include an analysis of its financial statements; audits where possible; credit reports; and other data assessing the fitness of the company.
- **Past Performance.** Past performance should be considered if the entity has performed previous services.

COALITION PROVISIONAL AUTHORITY MEMORANDUM NUMBER 5

IMPLEMENTATION OF WEAPONS CONTROL ORDER NO.3 (CP A/ORD/23 May 2003/03)

Acknowledging, that the CPA, relying upon Coalition Forces, is obligated to take all measures in its power to restore and ensure, insofar as possible, public order and safety in Iraq;

Recognizing, that while the Coalition Provisional Authority generally seeks to protect diplomatic premises insofar as the current security environment permits, it is not required to protect diplomatic facilities beyond the general obligation to restore, and ensure as far as possible, public order and safety;

Noting, that foreign liaison officials may bring into Iraq and/or maintain their own security forces only in full coordination with and with the agreement of Coalition Forces, including compliance with the procedures established pursuant to CPA Order Number 3 on Weapons Control, dated 23 May 2003;

Implementing CPA Order No.3, section 5, which establishes a Weapons Authorization Program whereby individuals who can demonstrate a necessity to carry weapons may apply for temporary weapons authorization cards (TWCs) in order to carry weapons,

I hereby promulgate the following:

Section 1 Definitions

"Foreign Mission Security Personnel" means (i) security personnel who are nationals of the country represented by a foreign liaison mission who are accompanying the mission and providing security services to such missions, (ii) employees of the United Nations or United Nations Specialized and Related Agencies designated in Annex A who are providing security services to the United Nations or the United Nations Specialized and Related Agencies, and (iii) security firms authorized by the CP A to provide security services to foreign liaison missions, the United Nations or the United Nations Specialized and Related Agencies.

"Small Arms and Defensive Weapons" means Small Arms as defined in CPA Order 3 including pistols, shotguns, and rifles firing ammunition up to an including 7.62mm and Defensive Weapons including crew-served machine guns, non-lethal weapons and riot control agents.

Section 2

Purpose

This Memorandum specifically authorizes foreign liaison missions, the United Nations, and the United Nations Specialized and Related Agencies to enter into and execute contracts for security services, and expressly permits the providers of such services to perform those actions that are necessary to ensure proper security of foreign mission personnel and facilities, including the carrying of weapons.

Section 3

Authorization of Security Contracts

Foreign liaison missions in Iraq are hereby authorized to carry out any actions necessary to enter into and execute contracts with private security firms for the purpose of providing appropriate security of foreign liaison mission facilities, personnel, and operations.

Section 4

Weapons Authorization

Subject to the regulations of the Ministry of Interior, Foreign Mission Security Personnel, so long as they remain authorized to provide such services within Iraq, are hereby authorized to carry Small Arms and Defensive Weapons, when providing security services to foreign liaison missions, the United Nations and the United Nations Specialized and Related Agencies, their facilities, their personnel and their operations. Such missions are directed to provide the locations of their facilities with armed personnel to the CPA office advising the Ministry of Foreign Affairs and the CPA office advising the Ministry of Interior.

Section 5

Suspension of Laws

Any extant Iraqi law or regulation inconsistent with this Memorandum is hereby suspended.

Section 6
Entry into Force

This Memorandum shall enter into force on the date of signature.

A handwritten signature in dark ink, appearing to read "L. Paul Bremer", followed by the date "8/22/03". The signature is written in a cursive, fluid style.

L. Paul Bremer, Administrator
Coalition Provisional Authority

MEMORANDUM NUMBER 5
IMPLEMENTATION OF WEAPONS CONTROL ORDER NO.3

ANNEX A

Security personnel authorized by the CPA may possess Small Arms and Defensive Weapons to provide security for the following foreign liaison missions, the United Nations, and the United Nations Specialized and Related Agencies, their facilities, their personnel and their operations:

Algeria	Italy	Sri Lanka
Australia	Iran	Spain
Bahrain	Japan	Sudan
Bangladesh	Jordan	Switzerland
Bulgaria	Korea	Tunis
China	Morocco	Turkey
Czech Republic	Netherlands	UAE
Denmark	Palestine	United Kingdom
Egypt	Philippines	United States
France	Poland	
Germany	Romania	
Greece	Russia	United Nations
India	Serbia/Montenegro	United Nations Specialized and Related Agencies

Security personnel of additional missions may be authorized to possess Small Arms and Defensive Weapons by the CPA office advising the Ministry of Interior from time to time.

United Nations Specialized and Related Agencies are:

1. Food and Agricultural Organization of the United Nations (FAO)
2. The International Bank for Reconstruction and Development (IBRD) and its affiliates, the International Development Association (IDA) and the International Finance Corporation (IFC).
3. International Civil Aviation Organization (ICAO)
4. International Fund for Agricultural Development (IF AD)
5. International Labour Organization (ILO)

6. International Maritime Organization (IMO)
7. International Monetary Fund (IMF)
8. International Organization for Migration (IOM)
9. International Telecommunication Union (ITU)
10. United Nations Educational, Scientific and Cultural Organization (UNESCO)
11. United Nations Industrial Development Organization (UNIDO)
12. Universal Postal Union (UPU)
13. World Health Organization (WHO)
14. World Intellectual Property Organization (WIPO)
15. World Food Program (WFP)
16. World Meteorological Organization (WMO)

**COALITION PROVISIONAL AUTHORITY
MEMORANDUM NUMBER 6**

**IMPLEMENTATION OF REGULATION ON THE GOVERNING COUNCIL
NUMBER 6 (CPA/REG/13 Jul 2003/06)**

Pursuant to my authority as Administrator of the Coalition Provisional Authority (CPA), the laws and usages of war and consistent with relevant U.N. Security Council resolutions, including Resolution 1483 (2003),

Recognizing that the Governing Council of Iraq in performing its functions on behalf of the people of Iraq has nominated Interim Ministers to assume responsibility of the daily administration of the Iraqi Ministries,

Implementing CPA Regulation Number 6, Governing Council of Iraq (CPA/REG/13 Jul 2003/06),


I hereby promulgate the following:

**Section 1
Recognition of Interim Ministers**

The CPA recognizes the appointment by the Governing Council of Interim Ministers as set out at Annex A to be responsible for the daily operations of the Iraqi Ministries they have been appointed to.

**Section 2
Entry into Force**

This Memorandum shall enter into force on the date of signature.

 9/3/03
L. Paul Bremer, Administrator
Coalition Provisional Authority

MEMORANDUM NUMBER 6
LIST OF APPROVED INTERIM MINISTERS SELECTED BY THE
GOVERNING COUNCIL OF IRAQ

ANNEX A

1 - Ministry of Agriculture:	Abdul Amir al-Abood
2 - Ministry of Communication:	Dr. Haydar al-Abadi
3 - Ministry of Construction & Housing:	Bayan Baqir Solagh (Bayan Jabur)
4 - Ministry of Culture:	Mufid Muhammad Juwad al-Jaza'iri
5 - Ministry of Education:	Dr. Ala'din Abdul Sahib Alwan
6 - Ministry of Electricity:	Dr. Aiham Alsammarae
7 - Ministry of Environment:	Abdel Rahman Sadiq Karim
8 - Ministry of Expatriates & Immigrants:	Muhammad Jasim Khdeir
9 - Ministry of Finance:	Kamel al-Keilani
10 - Ministry of Foreign Affairs:	Hoshiyar Mahmud Muhammad al-Zibari
11 - Ministry of Health:	Dr. Khidr Abbas
12 - Ministry of Higher Education:	Ziad Abdel Razzaq Muhammad Aswad
13 - Human Rights:	Abdel Basit Turki
14 - Ministry of Industry & Minerals:	Eng. Muhammad Tawfiq Rahim
15 - Ministry of Interior:	Nouri Badran
16 - Ministry of Irrigation:	Dr. Latif Rashid
17 - Ministry of Justice:	Hashim Abdel Rahman al-Shibli
18 - Ministry of Labor & Social Affairs:	Sami Azara al-Ma'jun
19 - Ministry of Oil:	Dr. Ibrahim Bahr al-Uloun
20 - Ministry of Planning:	Dr. Mehdi al-Hafidh
21 - Ministry of Public Works:	Mrs. Nasreen Mustafa Sadiq Barwari
22 - Ministry of Science & Technology:	Rashad Omar Mindan
23 - Ministry of Trade:	Dr. Ali Allawi
24 - Ministry of Transport:	Bahnam Ziya Boulous
25 - Ministry of Youth & Sports:	Ali Fa'iq al-Ghabban

COALITION PROVISIONAL AUTHORITY MEMORANDUM NUMBER 7

DELEGATION OF AUTHORITY UNDER DE-BAATHIFICATION ORDER NO. 1 (CPA/ORD/16 May 2003/01)

Pursuant to my authority as Administrator of the Coalition Provisional Authority (CPA), and under the laws and usages of war, and consistent with relevant U.N. Security Council resolutions, including Resolution 1483 (2003),

Recognizing that the Iraqi people have suffered large scale human rights abuses and deprivations over many years at the hands of the Baath Party,

Noting the grave concern of Iraqi society regarding the threat posed by the continuation of Baath Party participation in the public sector, including in particular the education system,

Observing that under the prior regime some Iraqis may have become affiliated with the Baath Party for reasons not primarily related to their ideological beliefs,

Recognizing that organizing and expediting de-Baathification is an urgent task that is necessary to put Iraq on the path towards reconstruction and renewal,

Acknowledging that the Governing Council has created a Higher National De-Baathification Commission in order to contribute to a secure, stable environment that will sustain freedom and democracy for the Iraqi people,

Recalling the steps already taken in CPA Order Number 1, De-Baathification of Iraqi Society (CPA/ORD/16 May 2003/01),

I hereby promulgate the following:

Section 1 Delegation of Authority

- 1) The Governing Council is hereby empowered to carry out the de-Baathification of Iraqi society consistent with CPA Order No. 1, De-Baathification of Iraqi Society (CPA/ORD/16 May 2003/01). To the extent consistent with CPA Order No. 1 (CPA/ORD/16 May 2003/01), Decisions 1 and 2 of the Higher National De-Baathification Commission, made on September 14, 2003, are hereby ratified. Notwithstanding such ratification, any action taken by the Administrator pursuant to Section 1(6) of CPA Order No. 1 (CPA/ORD/16 May 2003/01) shall remain in

effect unless and until terminated on a case-by-case basis by the Higher National De-Baathification Commission.

- 2) The Governing Council is further authorized to seize and manage property and assets of the Baath Party, consistent with CPA Order No. 4, Management of Property and Assets of the Iraqi Baath Party, May 25, 2003. The Governing Council shall consult with the CPA in developing procedures to ensure that such property is seized and managed fairly and judiciously.

Section 2

Terms and Conditions

The authority delegated under Section 1 of this Memorandum shall be subject to the following terms and conditions:

- 1) The Governing Council may further delegate the authority conferred under Section 1 of this Memorandum to the Higher National De-Baathification Commission or other organization established by the Governing Council.
- 2) To the extent practicable, factual determinations regarding an Iraqi citizen's affiliation with the Baath Party, or involvement with the Special Security, National Security, Special Protection for the Presidency, Military Intelligence, Feda'iyeen Saddam, General Security or Mukhabarat, should be made at the governorate (or equivalent) level of government or below, by individuals selected on the basis of their ability to analyze information objectively and render fair and judicious determinations. These factual determinations shall be made in accordance with policies and procedures to be established by the Governing Council for uniform application throughout Iraq.
- 3) The Governing Council, in coordination with the concerned Minister or equivalent official, may establish special de-Baathification procedures for application to particular professions or groups of individuals. Such procedures may concern the process of making factual determinations and the consequences of such determinations. Consistent with this paragraph, the Governing Council shall authorize the continued employment of current or recently discharged Iraqi civil servants who were:
 - a) held as a POW by Iran during the period September 4, 1980 through June 1, 2003;
 - b) released and repatriated to Iraq by Iran after being held in that status; and

- c) granted 'Udw Firqah' status following his or her release and repatriation to Iraq and because of his or her status as a former POW.

An Iraqi civil servant's eligibility for an exception to the de-Baathification policy under this provision may be established through official documentation issued by the International Committee of the Red Cross, or other independent organization or government organization. If the Higher National De-Baathification Commission determines that credible information establishes that an Iraqi civil servant who seeks or has been granted an exception under this delegation of authority was promoted to the rank of 'Udw Firqah' for reasons other than his or her status as a former POW, or that his or her involvement in the Baath Party was incompatible with continued service as a civil servant, the Higher National De-Baathification Commission may deny or at any time rescind an exception for that individual

- 4) Any Iraqi citizen who is dismissed from his or her position of employment as a result of the exercise of the authority conferred herein shall be entitled to:
 - a) advance written notification explaining the grounds for dismissal and the procedures for appealing that dismissal;
 - b) a reasonable opportunity to respond to the notification in writing or in person and present evidence; and
 - c) a reasonable opportunity to appeal immediately any adverse decision, in writing or in person, to a fair and impartial entity independent of the individual or organization that rendered the adverse decision, which shall promptly render a written decision in the case.
- 5) In any case in which a dismissed employee's appeal is denied, the dismissed employee shall have the right to request further review of the matter by the Higher National De-Baathification Commission or a national committee established by the Higher National De-Baathification Commission for this purpose.
- 6) If an appeal results in an employee's reinstatement, the employee shall be paid back pay from the date of dismissal to the date of reinstatement.
- 7) Following consultation with the Governing Council, the Administrator may reinstate an employee if he concludes that it is in the interests of the Iraqi people or that failing to reinstate the employee would be fundamentally unfair.
- 8) The Governing Council shall coordinate with the Minister of Finance before exercising the authority conferred under this Memorandum in a manner that will significantly affect the national budget of Iraq.

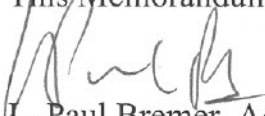
- 9) The Governing Council shall consult with the Administrator, or his designee, with respect to the use of de-Baathification procedures in any area identified by the Administrator where the number and/or concentration of Iraqi citizens affected by the procedures may raise security concerns.
- 10) The Higher National De-Ba'athification Commission shall provide monthly reports to the Administrator of the CPA and the Governing Council describing the manner in which the authority delegated herein has been exercised. Such reports shall include the names and positions of any Iraqi citizen dismissed from a position of employment as a result of this delegation, and the names of any Iraqi citizens hired to replace a dismissed employee.

Section 3 Transition Provisions

CPA Order Number 5, Establishment of the Iraqi De-Baathification Council (CPA/ORD/25 May 2003/05) is hereby rescinded.

Section 4 Effective Date

This Memorandum shall enter into force on the date of signature.

 11/4/03
L. Paul Bremer, Administrator
Coalition Provisional Authority

**COALITION PROVISIONAL AUTHORITY
MEMORANDUM NUMBER 8**

**EXPORTATION OF SCRAP METAL
UNDER
ORDER NUMBER 12, TRADE LIBERALIZATION POLICY
(CPA/ORD/7 June 2003/12)**

Pursuant to my authority as Administrator of the Coalition Provisional Authority (CPA), and under the laws and usages of war, and consistent with relevant U.N. Security Council Resolutions, including Resolutions 1483 and 1511 (2003),

Acknowledging the central role of international trade in Iraq's recovery and its development of a free market economy,

Noting that the export of certain items, including certain metal products, is currently prohibited,

Recognizing that the legitimate export of scrap metal is a potentially important source of income for Iraqi businesses,

Emphasizing the need to control black-market activities while promoting opportunities for legitimate businesses,

I hereby promulgate the following:

**Section 1
Purpose and Definition**

- 1) This Memorandum provides rules for the export of scrap under CPA Order Number 12.
- 2) "Scrap" is defined to mean material that has been finished and put to use as a product or part of a product, but has lost its intended usefulness as a result of obsolescence, damage or destruction.

**Section 2
Exclusion of Scrap as Prohibited Export**

The manufactured goods that are prohibited from export under the Annex to CPA Order Number 12 (CPA/ORDANEX/7 June 2003/12) shall not include scrap ceramics or scrap metal, excluding copper and lead. Scrap copper and lead are prohibited exports.

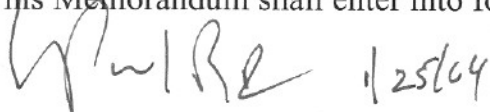
CPA/MEM/25 January 2004/08

Section 3 Licenses

Effective February 1, 2004, metal, including scrap metal, shall not be exported without authorization from the Ministry of Trade. Prior to February 1, 2004, scrap metal, excluding copper and lead, may be exported without a license.

Section 4 Entry into Force

This Memorandum shall enter into force on the date of signature.

A handwritten signature, likely of L. Paul Bremer, followed by the date "1/25/04".

L. Paul Bremer, Administrator
Coalition Provisional Authority

**COALITION PROVISIONAL AUTHORITY
MEMORANDUM NUMBER 9**

APPOINTMENT OF DEPUTY MINISTERS

Pursuant to my authority as Administrator of the Coalition Provisional Authority (CPA), and under the laws and usages of war, and consistent with relevant U.N. Security Council resolutions, including Resolutions 1483 and 1511 (2003),

Noting that appointments of interim deputy Iraqi ministers provide key opportunities to advance the CPA's efforts to restore and establish representative government institutions in Iraq, including national ministry staffs that reflect the ethnic, religious and cultural diversity of the Iraqi people and the crucial role that Iraqi women must assume in achieving an internationally recognized, representative government of Iraq;

Recognizing that the Governing Council of Iraq in performing its functions on behalf of the people of Iraq has nominated Deputy Ministers to assume responsibility of the daily administration of the Iraqi Ministries,

Implementing CPA Regulation Number 6, Governing Council of Iraq (CPA/REG/13 Jul 2003/06),

I hereby promulgate the following:

**Section 1
Appointment of Interim Deputy Ministers**

The Administrator shall have the exclusive authority to appoint Deputy Ministers. Unless specifically appointed in writing by the Administrator, no individual may assume the position of Deputy Minister or exercise the authority or enjoy the privileges of such office.

**Section 2
Exception for Currently Serving Deputy Ministers**

Notwithstanding Section 1 of this Memorandum, individuals who are serving as Acting Deputy Ministers on the effective date of this Memorandum may continue to hold the position of Acting Deputy Minister, and exercise the authority and enjoy the privileges of such office, until removed by the Administrator.

Section 3
Entry into Force

This Memorandum shall enter into force on the date of signature.



2/24/04

L. Paul Bremer, Administrator
Coalition Provisional Authority

**COALITION PROVISIONAL AUTHORITY
MEMORANDUM NUMBER 10**

**REWARDS PROGRAM FOR INFORMATION LEADING TO THE
RECOVERY OF IRAQI STATE AND FORMER REGIME ASSETS**

Pursuant to my authority as Administrator of the Coalition Provisional Authority (CPA), and under the laws and usages of war, and consistent with relevant UN Security Council resolutions, including Resolutions 1483 and 1511 (2003),

Recognizing that Saddam Hussein and his family and other members of the former regime engaged in the systematic looting, theft and illegal transfer of Iraqi assets for the purpose of enriching themselves at the expense of the people of Iraq,

Emphasizing that financial assets of the former Government of Iraq and former regime members that are located abroad must be repatriated back to Iraq,

Noting the obligation of the CPA to recover the maximum amount of these assets so they can be used for the benefit of the Iraqi people,

I hereby promulgate the following:

**Section 1
Purpose and Definitions**

- 1) This Memorandum provides conditions for the payment of rewards for information leading to the recovery of Iraqi state or regime-owned assets.
- 2) "Iraqi state assets" is defined to mean funds or other financial assets or economic resources of the previous Government of Iraq or its state bodies, corporations, or agencies located outside Iraq as of May 22, 2003.
- 3) "Former regime-owned assets" is defined to mean funds or other financial assets or economic resources of Saddam Hussein or other senior officials of the former Iraqi regime and their immediate family members, including entities owned or controlled, directly or indirectly, by them or by persons acting on their behalf or at their direction.

**Section 2
Authority**

- 1) The Administrator or his designee, in coordination with the Ministry of Finance, may authorize the payment of financial rewards to eligible individuals who provide the Coalition with information that leads to the recovery of Iraqi state assets or former regime-owned assets.


- 2) Reward payments shall be paid in an amount determined by the Administrator or his designee, provided that no payment shall exceed 3% of the amount of assets recovered, or \$10 million, whichever is less. The terms of each reward payment will be based on the totality of the circumstances, subject to the conditions stated herein.
- 3) Payments will be issued only after the assets recovered as a result of the information provided have been deposited into the Development Fund for Iraq, or other account properly established to receive Iraqi state assets or former regime-owned assets.
- 4) Governmental officials and immediate family members, including current officials in Iraqi Ministries, and members of the Coalition, are not eligible for a reward under this program.
- 5) Receipt of a reward under this program does not immunize the recipient from prosecution for offenses unrelated to the possession or concealment of the Iraqi state or former regime-owned assets for which a reward was paid.

Section 3 Reporting

The Administrator or his designee will report all reward payments issued pursuant to this program to the Program Review Board.

Section 4 Entry into Force

This Memorandum shall enter into force on the date of signature.

 4/5/04
L. Paul Bremer, Administrator
Coalition Provisional Authority

**COALITION PROVISIONAL AUTHORITY
MEMORANDUM NUMBER 12**

ADMINISTRATION OF INDEPENDENT JUDICIARY

Pursuant to my authority as Administrator of the Coalition Provisional Authority (CPA), and under the laws and usages of war, and consistent with relevant U.N. Security Council resolutions, including Resolutions 1483 and 1511 (2003),

Recognizing that an independent judiciary as provided for in CPA Order No. 35 and the Law of Administration for the State of Iraq for the Transitional Period requires an independent judicial administration,

Recognizing further that Iraqi law still reflects the lack of an independent judiciary which was one fundamentally malign feature of the former regime that undermined the rule of law,

I hereby promulgate the following:

**Section 1
Purpose**

This Memorandum implements CPA Order No. 35 and Chapter six of the Law of Administration for the State of Iraq for the Transitional period.

**Section 2
Definition**

For purposes of this regulation, “Council of Judges” means the Council of Judges re-established by CPA Order 35, or its successor organization as provided by the Law of Administration for the State of Iraq for the Transitional Period.

**Section 3
Budget**

The Council of Judges and the Court of Cassation shall each have its own, separate budget by no later than June 1, 2004. The Ministry of finance shall cooperate fully to create, fund, and support each such budget, including reallocating money from the budget of the Ministry of Justice as appropriate. For the year 2004, the Ministry of Finance shall determine, in consultation with the Ministry of Justice, the Council of Judges, and the Court of Cassation, the amount of the budget of the Ministry of Justice for 2004 that shall be reallocated to the latter two entities, and shall attempt to minimize any additional 2004 budget expenditures concerning these two entities.

Section 4 Personnel

All employees who work for or are primarily associated with the courts, including but not limited to all judges, prosecutors, court investigators, court clerks, personnel on the Committee of Judicial Supervision, security personnel, and support and administrative staff, and are currently employed by the Ministry of Justice, shall, no later than June 1, 2004, become employees of the Council of Judges or of the Court of Cassation, as appropriate.

Section 5 Property

All interests in property, real, tangible, or otherwise, including but not limited to furniture, motor vehicles, office equipment, libraries, and housing for judges and prosecutors, that is primarily used for or associated with courts and the judiciary and that is assigned to the Ministry of Justice, shall, no later than June 1, 2004, be assigned to the Council of Judges or to the Court of Cassation, as appropriate.

Section 6 State Consultative Council

The State Consultative Council shall remain a part of the Ministry of Justice.

Section 7 References in Law

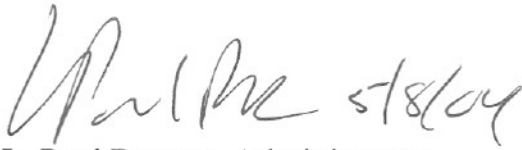
References in Iraqi law to the Ministry of Justice or the Minister of Justice shall, where necessary and proper in light of CPA Order 35 or the Law of Administration for the State of Iraq for the Transitional Period, or where otherwise necessary and proper to maintain the independence of the judiciary, be construed to refer to the Council of Judges or its President, or to the Court of Cassation or its Chief Judge, or to the Supreme Federal Court or its Presiding Judge, as appropriate. The courts shall have sole jurisdiction to adjudicated disputes in this connection.

Section 8 Cooperation

The Ministry of Justice, the Council of Judges, the Court of Cassation, the Ministry of Finance, and all other concerned government institutions shall cooperate to the greatest possible extent in effectuating this regulation and CPA Order 35.

Section 9 Entry into Force

This Order shall enter into force on the date of signature.

A handwritten signature in black ink, appearing to read "L. Paul Bremer 5/8/04".

L. Paul Bremer, Administrator
Coalition Provisional Authority

**COALITION PROVISIONAL AUTHORITY
MEMORANDUM NUMBER 13**

**APPOINTMENT OF INSPECTOR GENERAL TO THE
BAGHDAD CITY COUNCIL**

Pursuant to my authority as Administrator of the Coalition Provisional Authority (CPA), and under the laws and usages of war, and consistent with relevant U.N. Security Council resolutions, including Resolutions 1483 and 1511 (2003),

Noting that CPA Order Number 57, Iraqi Inspector General (CPA/ORD/5 February 2004/57), is unclear as to whether it permits the CPA to appoint an inspector general to the Baghdad City Council (the "Amanat Baghdad"),

Understanding that the Amanat Baghdad is a public body on a scale and complexity comparable with many Ministries,

Recognizing that creating an Office of Inspector General is an important step in improving the efficiency and effectiveness of the Amanat Baghdad, which carries out vital governmental functions, similar to government ministries,

Implementing CPA Order Number 57, Iraqi Inspectors General (CPA/ORD/5 February 2004/57),

I hereby promulgate the following:

Section 1

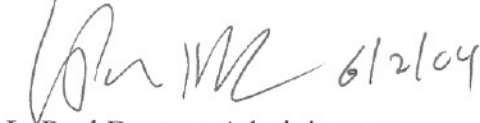
Appointment of an Inspector General to the Amanat Baghdad

There is hereby established an Office of Inspector General for the Amanat Baghdad. The Inspector General shall be appointed by the Administrator, report directly to the Ameen of Baghdad and exercise the roles and responsibilities of ministry inspectors general, as set forth in CPA Order No. 57, and serve for the same term. All references to "minister" in that Order shall be interpreted as applying equally to the Ameen of Baghdad.

Section 2

Entry and Force

This Memorandum shall enter into force on the date of signature.

Handwritten signature of L. Paul Bremer in black ink, followed by the date 6/2/04.

L. Paul Bremer, Administrator
Coalition Provisional Authority

CPA/MEM/30 May 2004/13

**COALITION PROVISIONAL AUTHORITY
MEMORANDUM NUMBER 14**

**ESTABLISHMENT OF OFFICE OF CHIEF ADVISOR
TO THE NATIONAL ASSEMBLY**

Pursuant to my authority as Administrator of the Coalition Provisional Authority (CPA), and under the laws and usages of war, and consistent with relevant U.N. Security Council resolutions, including Resolutions 1483 and 1511 (2003),

Noting that the Law of Administration for the State of Iraq for the Transitional Period establishes a National Assembly of Iraq, which shall be composed of 275 members who will be elected, in accordance with an electoral law and a political parties law, on or about December 31, 2004,

Recognizing that much preparatory work needs to be accomplished between now and the time that the National Assembly of Iraq becomes operational,

Acknowledging that an Office responsible for coordinating, administering and conducting the procedural duties of the National Assembly must be formed and commence operations immediately so that the National Assembly is able to function effectively once it is formed,

Expanding upon Law of Administration for the State of Iraq for the Transitional Period,

I hereby promulgate the following:

Section 1

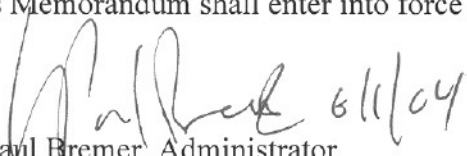
Establishment of an Office of the Chief Advisor to the National Assembly of Iraq

There is hereby established an Office of the Chief Advisor to the National Assembly of Iraq. The Chief Advisor shall be appointed by the Administrator and be the highest ranking permanent official of the National Assembly Iraq. The Chief Advisor shall report directly to the Administrator or (when formed) the head of the Iraqi Interim Government. The Chief Advisor shall exercise all necessary duties to manage the administrative affairs of the National Assembly of Iraq, including but not limited to, having oversight responsibility for all administrative offices, legislative committees, and professional departments within the National Assembly, recruiting, hiring and the management of staff, and coordination with other government entities.

Section 2

Entry and Force

This Memorandum shall enter into force on the date of signature.

 6/11/04
L. Paul Bremer, Administrator
Coalition Provisional Authority

CPA/MEM/June 2004/14

COALITION PROVISIONAL AUTHORITY MEMORANDUM NUMBER 15

AMENDMENT TO COALITION PROVISIONAL AUTHORITY MEMORANDUM 4 (CPA/MEM/19 August 2003/04)

Pursuant to my authority as Administrator of the Coalition Provisional Authority (CPA), and under the laws and usages of war, and consistent with relevant U.N. Security Council resolutions, including Resolutions 1483 and 1511 (2003) and 1546 (2004),

Noting that the Coalition Provisional Authority will dissolve on June 30, 2004 and that full governance authority of Iraq will transfer to the Iraqi Interim Government on that date,

Recognizing that on June 30, 2004 the Iraqi Interim Government will assume control over all funds placed into the Development Fund for Iraq,

Acknowledging that the Coalitional Provisional Authority has entered into contracts on behalf of the people of Iraq and that many of these contracts require continued performance and payment from the Development Fund for Iraq after June 30, 2004,

Understanding that continued performance and payment of sums due under these contracts after June 30, 2004 are critical to the redevelopment and reconstruction of Iraq,

Desiring to amend Coalition Provisional Authority Memorandum 4, Contracts and Grant Procedures, (CPA/MEM/19 August 2003/04), to provide for the orderly transition of authority over the Development fund for Iraq from the Coalition Provisional Authority to the Iraqi Interim Government,

I hereby promulgate the following:

Section 1 Powers of Iraqi Interim Government

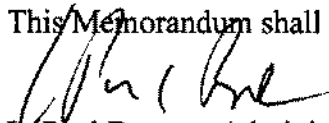
Section 4 of Coalition Provisional Authority Memorandum 4, Contracts and Grant Procedures, (CPA/MEM/19 August 2003/04) is amended to read as follows:

- (5) The Minister of Finance may designate the Director, Program Management Office of the Coalition Provisional Authority, or, following the transfer of full governance authority to the Iraqi Interim Government of Iraq, the Chief of Mission of the United States Embassy, Baghdad and/or the Commander of the Multi-National Force-I, with responsibility to monitor and confirm performance, certify and/or make payments, and otherwise administer contracts or grants funded with monies from the Development Fund for Iraq that:
 - (a) were entered into on or before June 30, 2004 by the Coalition Provisional Authority or the Multi-National Force-Iraq in accordance with United Nations Security Council Resolution 1483 and implementing regulations;

- (b) require the continued performance and/or payment of money from the DFI past June 30, 2004; and
 - (c) are not the subject of a fully funded letter of credit intended to otherwise ensure performance under the contract or grant.
- (6) Designees appointed under paragraph 5 shall be required to coordinate their activities with relevant officials from the Iraqi Interim Government and, consistent with U.N. Security Council Resolution 1546 (2004), to satisfy outstanding obligations against the Development Fund for Iraq. Designees appointed under paragraph 5 also shall be required to assist in the termination, amendment, or novation of contracts or grants at the direction of the Iraqi Interim Government.
- (7) Designees appointed under paragraph 5 above shall account for all disbursements made on behalf of the Iraqi Interim Government on the books of the sub-account entitled "Central Bank of Iraq/Development Fund for Iraq/Transition," established pursuant to CPA Regulation 11, Amendments to Coalition Provisional Authority Regulation 2 (CPA/REG/10 June 2003/02) and No. 3 (CPA/REG/18 June 2003/03), (CPA/REG/12 June 2004/10)), or otherwise, in accordance with internationally recognized auditing and accounting standards.
- (8) Designees appointed under paragraph 5 shall maintain records of all disbursements made on behalf of the Iraqi Interim Government and shall submit reports of all expenditures, payments, and outflows as directed by the Ministry of Finance.
- (9) To facilitate the ability of Designees to carry out their responsibilities under this Memorandum, an account in the Central Bank of Iraq, Rafidain Bank, and/or Rasheed Bank shall be established. Designees appointed under paragraph 5 shall have the authority to disburse funds from this account in order to carry out their duties so long as the procedures set forth in paragraphs 6, 7, and 8 are followed. The Minister of Finance may (at his discretion) transfer funds from the Development Fund for Iraq into this account from time to time.
- (10) Designees appointed under paragraph 5 above may (if expressly authorized in writing by the Iraqi Interim Government) further delegate all powers, privileges, rights, and authorities provided herein.

Section 2 Entry and Force

This Memorandum shall enter into force on the date of signature.

 6/18/04
L. Paul Bremer, Administrator
Coalition Provisional Authority

CPA/MEM/15 June 2004/15

COALITION PROVISIONAL AUTHORITY MEMORANDUM NUMBER 17

REGISTRATION REQUIREMENTS FOR PRIVATE SECURITY COMPANIES (PSC)

Pursuant to my authority as Administrator of the Coalition Provisional Authority (CPA), and under the laws and usages of war, and consistent with relevant U.N. Security Council resolutions, including Resolutions 1483, 1511 (2003) and 1546 (2004),

Recognizing that all Private Security Companies (PSC) need to be registered with the Ministry of Trade and regulated by the Ministry of Interior, and that various CPA orders and memoranda, and Iraqi law provide guidance for PSC operations (see Annex C),

Noting that a number of PSC and their employees are already operating in Iraq without the benefit of appropriate registration and authorization of the Ministry of Interior and Trade,

Desiring to establish a mechanism whereby all PSC will be registered, regulated and vetted and to update Iraqi law as it relates to PSC,

I hereby promulgate the following:

Section 1 Purpose and Definitions

- 1) This Memorandum provides guidance for PSC that intend to operate within Iraq. Annex A provides binding Rules for the Use of Force that must be adhered to by all PSC, their officers and employees. Annex B is a Code of Conduct that all PSC must follow.
 - a) “Private Security Company” means a private business, properly registered with the Ministry of Interior (MOI) and Ministry of Trade (MOT) that seeks to gain commercial benefits and financial profit by providing security services to individuals, businesses and organizations, governmental or otherwise.
 - b) “Weapons Card” means a card issued by the MOI under Section 6 of this Memorandum.
 - c) “Business License” means a document issued by the MOT under Company Law No. 21 of 1997, as amended by CPA Order 64 that proves that the PSC has been validly registered to carry on business in Iraq.
 - d) “Operating License” means a license issued by the MOI under this Memorandum, which permits PSC to operate in Iraq.

Section 2

Registration, Vetting and Licensing

1) PSC may not operate in Iraq without a:

- a) Business License and an Operating License, or
- b) Temporary Operating License.

Any PSC operating without the necessary Licenses will be in breach of Iraqi law and subject to prosecution.

2) In order to obtain a Business License PSC shall apply to the MOT for registration under the Company Law, No. 21 of 1997, as amended by CPA Order 64.

3) PSC that have been granted or applied for a Business License may apply to the PSC Registration and Vetting Office of the Ministry of Interior for an Operating License.

4) An application for an Operating License must include the following information:

- a) a copy of the PSC Business License or proof that an application for a Business License has been lodged;
- b) the full names of all employees, company officers and directors, and proof of registration of the company, and if the PSC is registered in a State other than Iraq proof of registration of the company in its home State;
- c) details of the work PSC will be carrying out in Iraq, including any relevant documentation (e.g. a copy of any contracts for services or statement of intent to hire the PSC, including details of number of employees and customers); and
- d) details and serial numbers of all weapons that may be used by the PSC.

5) PSC, their officers and employees will be vetted by the MOI according to the criteria below to ensure that any criminal or hostile elements are identified and to prevent attempts by illegal organizations (e.g. criminal organizations, illegal militias) to legitimize their activities.

6) In order to comply with MOI vetting standards, employees of PSC must:

- a) Be older than 20 years;
- b) Be mentally and physically fit for duties;
- c) Be willing to respect the law and all human rights and freedoms of all citizens of the country;
- d) Pass a security/background check, that confirms:

- i. compliance with the amended CPA Order Number 1 (De-Ba'athification of Iraqi Society);
 - ii. no prior felony convictions; and
 - iii. no history of involvement in terrorist activity; and
 - e) Receive operations and weapons training to the minimum standard set for the Facilities Protection Service.
- 7) For non-Iraqi employees, the MOI may accept a copy of a comparable certification from a foreign Governmental authority issued pursuant to its official rules and procedures to meet some or all of the requirements in Section 2(6), above
- 8) Other reasonable vetting procedures and requirements may be added by the MOI to ensure necessary standards are met. In such case, new procedures and requirements shall be published no less than 60 days before they are to take effect.

Section 3

Bonds and Insurance

- 1) PSC must submit a minimum refundable bond of US\$25,000 or the equivalent sum in Iraqi Dinars, to the MOI before commencing operations in Iraq and being granted an Operating License or Temporary Operating License. Additional bonds, to be determined by the MOI, may be required depending on the number of employees of the PSC. The amount of the bond will increase as the number of employees increases, in accordance with an internationally recognized pro-rata industry-wide scale to be determined by the MOI. This scale shall be published 30 days before any additional bond requirement are to take effect. Any changes in bonding requirements will be approved by the Minister of Interior, and published in writing no less than 60 days before institution.
- 2) Failure to provide information to the MOI as required by Section 7 may result in forfeiture of the bond lodged in accordance with Section 3(1) or part thereof. MOI shall provide the PSC with written notice of any breaches and allow a one week grace period to come into compliance before any forfeiture of the bond or part thereof takes effect.
- 3) While the standards laid out in this Memorandum provide the minimum requirements, any breaches of Iraq or other applicable law by employees or companies may result in forfeiture of the bond by the MOI lodged in accordance with Section 3(1) or part thereof and may result in a review and revocation of the Operating License of the PSC. Where a PSC, or an employee of that PSC, breaches this Memorandum or any other law in force in Iraq, the MOI may declare

the bond or any part thereof forfeit. Any such decision to declare the bond forfeit must be based on reasonable grounds and be proportional to the breach of the law initiating such action. The MOI will take into account actions taken by the PSC with respect to individual violations (e.g. termination, prompt and open coordination with law enforcement) in determining whether a PSC should forfeit its bond or any part thereof.

- 4) PSC must submit evidence that they have sufficient public liability insurance to cover possible claims against them for a reasonable amount to be advised and published by the MOI. If securing such insurance is not practicable the PSC will inform the MOI in writing and seek an exemption from this requirement.
- 5) Bonds will be refunded within 30 days if PSC ceases operation in Iraq unless there are reasonable grounds to believe that PSC have failed to comply with this Memorandum.

Section 4

Refusal, Suspension or Revocation of Licenses, and Provisional Licenses

- 1) The MOI will grant Temporary Operating Licenses pending completion of the licensing processes of the MOT and MOI. The minimum requirements for the grant of a Temporary license are:
 - a) Submission to MOI of proof that an application for a Business License has been lodged with the MOT; and
 - b) Submission to the MOI of an application for an Operating License, including any other requirements that the MOI may notify.
- 2) Operating Licenses may be suspended, revoked or refused in accordance with the following provisions:
 - a) The MOI may, at their sole reasonable discretion, refuse to grant an Operating License if the conditions of this Memorandum are not met. The reason for the decision shall be communicated to the applicant in writing. The applicant may reapply for an Operating License after taking remedial action with respect to the breaches identified by the MOI.
 - b) Where a PSC, or an employee of that PSC, breaches this Memorandum or any other law in force in Iraq, the MOI may suspend or revoke the Operating License. Any such decision to revoke or suspend an operating license must be based on reasonable grounds and be proportional to the breach of the law initiating such action. If the Operating License is revoked, the bond, or part thereof, lodged in accordance with Section 3(1) will be forfeited. The MOI will take into account actions taken by the PSC with respect to individual violations

(e.g. termination, prompt and open coordination with law enforcement) in determining whether a PSC should forfeit its license as the result of such violations.

- c) Where a PSC application for an Operating License is deficient in any way, the MOI may grant a Provisional Operating License for a specified period of time. The grant of an Operating License will be subject to the applicant demonstrating that they have remedied the deficiency (e.g., providing complete information to allow background checks on all employees, or giving appropriate training to all employees).

3) Any Provisional or Temporary Operating License will be cancelled if:

- a) either of the applications for the Business and Operating License is denied or withdrawn; or
- b) on the grant by the MOI of a full Operating License.

- 4) Unless it has been affirmatively denied a Business License or Operating License, notwithstanding the provisions of this Memorandum, PSC may operate without a Business License, Operating License or Temporary Operating License until 31 August 2004 or such later date as determined by MOI, pending completion of the requirements of this Memorandum.

Section 5

Audit

PSC are liable to periodic audits by the MOI regarding their operations in Iraq. All audits will be carried out by an independent auditing firm engaged for this purpose by MOI. The purpose of MOI audits is to ensure that the standards set out in Section 2(6) above are being maintained. Financial audits may also be carried out by MOT.

Section 6

Weapons

- 1) Where an Operating License is granted, or the Minister of Interior accepts the certification or guarantee of a Diplomatic or Consular Mission under Section 10(5), the MOI shall issue Weapons Cards to those PSC employees who will bear arms as part of their duties. Such Weapons Card shall constitute a license to possess and use firearms. PSC must instruct employees to carry their Weapons Cards whenever carrying a weapon. All PSC employees must carry the relevant Weapons Cards when in possession of any PSC weapon. If a PSC's Temporary, Provisional or full Operating License, certification, or guarantee is revoked, all Weapons Cards issued to the employee of that PSC shall be returned to the MOI.

- 2) Where a Temporary License is granted, the MOI shall also issue Temporary Weapons Cards to those PSC employees who will bear arms as part of their duties. Such Temporary Weapons Cards shall constitute a license to possess and use firearms. PSC must instruct employees to carry their Temporary Weapons Cards whenever carrying a weapon. All PSC employees must carry the relevant Temporary Weapons Cards when in possession of any PSC weapon.
- 3) A PSC intending to import weapons into Iraq must obtain from the MOI a weapons import certificate. The PSC must provide details of all weapons and their serial numbers to MOI immediately upon importation.
- 4) The use of weapons by PSC shall be regulated as follows:
 - a) PSC shall notify the MOI of details and serial numbers of all weapons in its possession.
 - b) PSC will notify the MOI of any changes in the PSC's weapons inventory within one (1) month of such changes.
 - c) PSC shall store all weapons and ammunition in a secure armory or other secure facility.
 - d) PSC shall ensure that only employees carrying Weapons Cards may carry weapons and only when such employees are on official duty. PSC shall also ensure that its employees return all PSC weapons to the armory or other secure facility, as the case may be, when no longer on duty. This provision does not restrict the right of PSC employees to carry weapons while not on duty under the provisions of other Iraqi laws.
 - e) PSC may only own and its employees may only use categories of weapons allowed by CPA Order Number 3 (Revised) (Amended) Weapons Control, other applicable Iraqi law.
 - f) Under no circumstance may privately owned weapons be used for PSC duties.

Section 7

Provision of Further Information

On request, PSC must provide the following information to the MOI every six (6) months: financial and employment records, contract status, weapons data, and any other data the MOI may advise they require. Failure to comply may result in revocation of the PSC Operating License. MOI shall provide the PSC with a written notice of any failure to comply with this provision and a one week grace period to comply before any revocation of an Operating License.

Section 8

Oversight Committee

MOI will establish an independent PSC Oversight Committee that will have general inspection and auditing responsibility (consistent with the provisions of CPA Order 57, Iraqi Inspectors General) over the implementation of this Memorandum. Such oversight shall include assessing enforcement of the standards set forth in this Memorandum as well as equitable and non-discriminatory treatment of PSC. The Minister will appoint the members of the Committee, which shall include the Inspector General of MOI, who shall be the only MOI representative on the committee, a member of the Judiciary and a representative of the MOT. The PSC Oversight Committee will report annually to the Minister on the implementation of this Memorandum.

Section 9

Limitations and Responsibilities of Private Security Companies

- 1) The primary role of PSC is deterrence. No PSC or PSC employee may conduct any law enforcement functions.
- 2) A licensed PSC shall be responsible for the actions of its employees. PSC officers and employees may be held liable under applicable criminal and civil legal codes, including the Iraqi Penal Code Law Number 111 of 1969 as amended, the Iraqi Weapons Code of 1992 as amended, and the CPA Order Number 3 Weapons Control, except as otherwise provided by law.
- 3) PSC are subject to, and must comply with all applicable criminal, administrative, commercial and civil laws and regulations, except as otherwise provided by law.
- 4) PSC must conduct operations in accordance with the provisions of the Rules for the Use of Force in Annex A and the MOI PSC Code of Conduct in Annex B.

Section 10

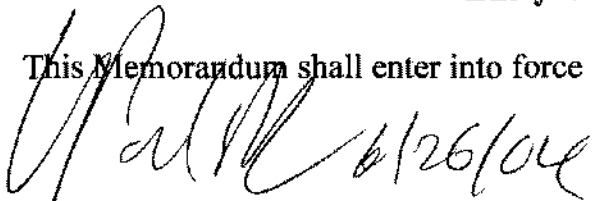
Implementation and Review

- 1) Nothing in this Memorandum is intended to prevent PSC from conducting operations consistent with and as permitted by the Iraqi Law, including those laws in Annex C.
- 2) Nothing in this Memorandum is intended to limit or abridge relevant privileges or immunities provided by Iraqi law or applicable international agreements.

- 3) The MOI may issue administrative directions in connection with the implementation of this Memorandum and amend the Annexes to this Memorandum.
- 4) A person who is adversely affected by a decision of the MOI made pursuant to this Order may apply in writing to the Minister of Interior for a review of the decision by the Minister of Interior. Within seven (7) days of receipt of the application, the Minister of Interior shall review the decision and notify the applicant of the determination in writing at the last provided address of the applicant.
- 5) With respect to non-Iraqi legal entities or individuals not normally resident in Iraq that provide security services to Diplomatic and Consular Missions and their personnel, or to the official humanitarian, reconstruction or development projects in Iraq funded by such missions, the Diplomatic and Consular Missions may intervene on behalf of the PSC applying for registration and any other requirements and matters under this Order. Where approved by the Minister of Interior, the certification or guarantee of the relevant Mission may be accepted in satisfaction of the requirements of this Order in lieu of a direct submission by the PSC, save that Section 6(1) shall apply. The Minister of Interior may revoke its acceptance of such certification or guarantee where the PSC in question breaches this memorandum or any other law in force in Iraq. Any decision to revoke must be based on reasonable grounds and be proportional to the breach of the law initiating such action. The Minister will take into account actions taken by the PSC with respect to individual violations (e.g. termination, prompt and open coordination with law enforcement) in determining whether its acceptance should be revoked as a result of such violations.

Section 11 Entry into Force

This Memorandum shall enter into force on date of signature.



L. Paul Bremer, Administrator
Coalition Provisional Authority

Section 12

Annexes

Annex A: **USE OF FORCE**

Annex B: **CODE OF CONDUCT FOR PSCs OPERATING IN IRAQ**

Annex C: **REFERENCES**

Annex A: USE OF FORCE

RULES FOR THE USE OF FORCE BY CONTRACTORS IN IRAQ

NOTHING IN THESE RULES LIMITS YOUR INHERENT RIGHT TO TAKE ACTION NECESSARY TO DEFEND YOURSELF.

1. **CONTRACTED SECURITY FORCES:** Cooperate with Coalition, Multi-national and Iraqi Security Forces and comply with theater force protection policies. Do not avoid or run Coalition, Multi-national or Iraqi Security Force checkpoints. If authorized to carry weapons, do not aim them at Coalition, Multi-national or Iraqi Security Forces.

2. **USE OF DEADLY FORCE:** Deadly force is that force which one reasonably believes will cause death or serious bodily harm. You may use NECESSARY FORCE, up to and including deadly force, against persons in the following circumstances:

- a. In self-defense.
- b. In defense of persons as specified in your contract.
- c. To prevent life threatening offenses against civilians.

3. **GRADUATED FORCE:** You should use graduated force where possible. The following are some techniques you can use if their use will not unnecessarily endanger you or others.

- a. SHOUT; verbal warnings to HALT.
- b. SHOVE; physically restrain, block access, or detain.
- c. SHOW; your weapon and demonstrate intent to use it.
- d. SHOOT; to remove the threat only where necessary.

4. **IF YOU MUST FIRE YOUR WEAPON:**

- (1) Fire only aimed shots.
- (2) Fire with due regard for the safety of innocent bystanders.
- (3) Immediately report incident and request assistance.

5. **CIVILIANS:** Treat Civilians with Dignity and Respect.

- a. Make every effort to avoid civilian casualties.
- b. You may stop, detain, search, and disarm civilian persons if required for your safety or if specified in your contract.
- c. Civilians will be treated humanely.

d. Detained civilians will be turned over to the Iraqi Police or Coalition or Multi-national Forces as soon as possible.

6. WEAPONS POSSESSION AND USE: Possession and use of weapons must be authorized by the Ministry of Interior and must be specified in your contract.

- a. You must carry proof of weapons authorization.
- b. You will maintain a current weapons training record.
- c. You may not join Coalition or Multi-national Forces in combat operations except in self-defense or in defense of persons as specified in your contracts.
- d. You must follow Coalition or Multi-national Force weapons condition rules for loading and clearing.

Annex B: CODE OF CONDUCT FOR PRIVATE SECURITY COMPANIES OPERATING IN IRAQ

Private Security Company Code of Conduct for Operations in Iraq

As a duly registered and vetted Private Security Company, the following pledge is made:

To conduct operations professionally with honesty, sincerity, integrity, fidelity, morality and good conscience in all dealings with clients

To preserve forever clients' confidence under any and all circumstances consistent with law and deal justly, and impartially with each situation with each individual, irrespective of social, political, racial, ethnic, or religious considerations, economic status, or physical characteristics.

To conduct all operations within the bounds of legality, morality, and professional ethics.

To counsel clients against any illegal or unethical course of action.

To explain to the full satisfaction of clients all applicable fees and charges and to render accurate, factual and timely reports.

To support to the best of ability the professionalism of Private Security Companies operating in Iraq; to contribute to better community relations; through work and deed to elevate the status of the Private Security Company profession.

To ensure that all employees adhere to this code of conduct.

Annex C:

COALITION PROVISIONAL AUTHORITY ORDER 3 (REVISED) (AMENDED)
WEAPONS CONTROL

COALITION PROVISIONAL AUTHORITY MEMORANDUM 5
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